



1. Definitions:

"Vodafone", "our", "us" or "we" means Telecom Cook Islands Limited t/a Vodafone Cook Islands.

"Vodafone network" refers to the mobile cellular services network operated by Vodafone in the Cook Islands.

"Vodafone number" means a 5 digit mobile number from the number range available to Vodafone for its Prepaid Services.

"Casual rates" refers to our pay-as-you-go rates in effect from time to time. For our current our casual rates, please visit our website at www.vodafone.com.ck.

"Customer" or "you" or "your" refers to any person who purchases or uses an SIM pack card and/or our Prepaid Services.

"Charges" means the applicable rates for our Prepaid Services as advertised on our website, in any Prepaid Services specials or promotion or pursuant to any Prepaid Bundle/ Plan. For a list of our current Charges, including Casual rates, please visit our website at www.vodafone.com.ck.

"Data" means mobile internet data.

"IOU" means the amount you agree to borrow from Vodafone to use our Prepaid Services.

"Minutes" means call time on-network or off-network.

"MyVodafone app" means the Vodafone mobile phone application available for use with our Prepaid Services.

"PIN" means personal identification number.

"Prepaid Bundle/Plan" means a Vodafone prepaid mobile bundle or plan that you purchase using your Prepaid Credit.

"Prepaid Credit" means credit in NZD allocated to a specific SIM card.

"Prepaid Services" means our prepaid mobile cellular service you pay for in advance with no fixed term contract and any related products and services we provide to you, such as SMS, Voice, Data and Prepaid Bundles/Plans.

"SIM card" means a Vodafone prepaid Subscriber Identity Module card encoded with a Vodafone number.

"SIM pack" means the Vodafone number and SIM card which will connect you to the Vodafone network.

"SMS" means Short Message Service.

"Special terms" means terms, as amended from time to time, governing Prepaid Services specials or promotions and/or Prepaid Bundle/Plans.

"Terms" means these Prepaid Terms.

"USSD menu" or "*888#" means the quick code protocol we provide with our Prepaid Services.

"Voice" means voice communications.

"\$" or "NZD" refers to New Zealand Dollars.

2. Interpretation:

In interpreting these Terms headings to clauses are for reference only and are not an aid in interpretation; words importing the plural include the singular and vice versa, any obligation to do something will be deemed to include an obligation not to suffer, permit or cause that thing to be done.

3. Application of these Terms:

These Terms apply and you accept these Terms

when you purchase or use an SIM Pack card and/or our Prepaid Services.

4. Variations:

These Terms may be changed by Vodafone from time to time and without notice to you. For the most up to date version of these Terms, please visit our website at www.vodafone.co.ck

5. Special terms:

Where there is an inconsistency between these Terms and any special terms, the Special terms will take precedence.

6. Activation to the Vodafone network:

Prepaid Mobile – Terms and Conditions



To commence using our Prepaid Services, you must connect to the Vodafone network using an SIM Pack card.

7. Registration:

From INSERT DATE, every SIM card and Vodafone number allocated to a customer must be registered. When purchasing a SIM card from

Vodafone, we will keep a record that the SIM card has been issued to you. You will be required to provide you are required to register proof of identification and we will register your name, residential and email address in connection with the Sim card as well as the SIM card number.

8. Using our Prepaid Services:

Once you are connected to the Vodafone network and provided you have Prepaid Credit or agree to an IOU, you may start using our Prepaid Services at any time.

9. Free services:

Notwithstanding Clause 109 of these Terms, you may contact the following numbers free of charge:

- (a) 123 (Vodafone Call centre);
- (b) 999 (Fire), (Police), and (Ambulance),
- (c) Any other number we may determine.

10. Payment:

In consideration for providing Prepaid Services to you, you agree to pay Vodafone the Charges. Unless otherwise stated, the Charges are automatically deducted from your Prepaid Credit or IOU balance as follows:

- (a) Data: Data usage is billed per megabyte blocks;
- (b) Calls: Call usage is billed in blocks of thirty (30) seconds. Usage is rounded up to the end of the current block per second from when a call is answered (including by an answering machine or voicemail);

- (c) SMS: SMS are billed per SMS successfully transmitted.

11. Prepaid Credit:

Charges will be deducted from your Prepaid Credit balance. You can purchase Prepaid Credit from any one of our outlets or resellers. You are responsible for keeping proof of purchase of any Prepaid Credit you buy. In the event you believe that Prepaid Credit purchased by you was not credited to your Vodafone number, we are only obliged to credit your number upon receipt of proof of purchase. Prepaid credit is valid for a period of ninety (90) days from the date of purchase and if not used within that time will be forfeited. The minimum top up amount for Prepaid Credit is \$1. You can check your Prepaid Credit balance through our USSD menu by dialing *888# or on MyVodafone app. You can transfer Prepaid Credit to any other Vodafone number through our USSD menu by dialing *888# and following the prompts. Prepaid Credit is non-refundable.

12. IOU:

If your Prepaid Credit balance is zero, you can agree, for a Charge, to borrow credit from Vodafone using our USSD menu. The maximum amount you can borrow from us at any given time is \$3. When you next purchase Prepaid Credit, the credit will first go towards paying the IOU and an IOU Charge of plus a \$0.30c fee (a total of \$3.30c). Any remaining balance can be used to purchase our Prepaid Services.

13. Prepaid Bundle/Plan:

Additional terms will apply when you use a Prepaid Bundle/Plan and if inconsistent with these Terms, take priority. If you use up the



entitlements you receive under a Prepaid Bundle/Plan and you have a Prepaid Credit balance, your use of our Prepaid Services will revert to Charges at the Casual rates. You will lose any entitlement under a Prepaid Bundle/Plan which you have not used at the end of the specified period for that bundle/plan. Prepaid Bundle/Plan are non-refundable.

14. Responsibility for Data usage:

You use Data from when you connect to the

internet using your mobile device to when you disconnect. You are solely responsible for your Data usage, including monitoring your Data usage. If you do not wish to use Data you are responsible for disabling the mobile data functionality on your mobile device. It is your responsibility to have sufficient protection and security measures in place as part of monitoring your Data usage when using Data. Vodafone

will not be responsible for any loss or damage you may suffer as a result of a virus or other manipulating or destructive programme that is transmitted through your use of Data. 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 mobile device or interacts with applications on it.

15. Use of SMS:

SMS are limited to 160 characters each.

16. Use of calls:

You may make domestic local, national and international calls using or Prepaid Services, including calls to landlines, numbers on other networks and other Vodafone numbers. Different Charges will apply depending on where you call (local,

national or overseas) and what network the caller uses.

17. Service availability:

We will use our best efforts to ensure the reliability of our Prepaid Services. However, network coverage and many other factors may affect the availability and performance of our services. Also, our Prepaid Services are subject to device capabilities, network limitations and availability. Therefore, we cannot guarantee that our service connectivity will be continuous or fault free.

18. SIM cards and Vodafone numbers:

SIM cards and Vodafone numbers are Vodafone property. You will return the SIM card in good care if we ask you to.

19. Security:

You are to keep your mobile device and SIM card secure at all times. We recommend that you use a PIN to restrict access to your mobile device. You are responsible for paying all Charges even if incurred due to unauthorised access to your mobile device and Prepaid Credit. If you are using a PIN on your mobile device and the PIN is entered incorrectly 3 times in a row, your access to the SIM card may be blocked. To unblock the SIM card you will need the PUK code, which you can get by contacting Customer Services on 123. If your mobile device or SIM card is lost or stolen, you must inform us immediately, which you can do by contacting 123. This is important as you will be responsible for paying all Charges incurred even if not authorised by you.

20. Deactivation of SIM:

We will deactivate every SIM card that goes unused for a period of 180 Days and as a result:

- (a) you will lose any Prepaid Credit;
- (b) you will lose your allocated Vodafone number (which may be allocated to someone else);



(c) you will lose any data, including names, numbers or other information stored on the SIM card.

We may also deactivate the SIM you are using without notice to you if we believe that you are using Prepaid our Services to spam others or for any other abusive, illegal or fraudulent purpose, or in a manner which that may cause damage to the Vodafone network or otherwise in breach of these Terms.

21. Harm transmitted via Prepaid Services:

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 Prepaid Services or any spamming, abusive or other inappropriate communication to you by any person.

22. Caller Number Identification:

As a standard feature Vodafone sends the Vodafone number allocated to the SIM card every time you make a call. The number may be displayed on the mobile or telephone of the party called if that person uses caller ID.

23. Voicemail:

Voicemail is part of the Prepaid Services provided by Vodafone. You are responsible for setting your own PIN access for this service and for keeping it confidential. You are responsible for all access to voicemail. We bear no responsibility for lost or un-accessed voicemail.

24. Storage, use and release of information:

Information we may have about you, including call log, Data usage and SMS usage information, is kept strictly confidential. However, we will, if required by law, release any information about you or related to your use of our Prepaid Services, e.g. to the Police. We may also use

information we have about you for internal purposes, such as to review and improve

our services or to develop marketing strategies.

25. Vodafone SMS:

Vodafone reserves the right to send marketing/promotional/notification SMS to its customers. These SMS will be sent during 6am and 6pm. You can opt unsubscribe out from receiving any such SMS by selecting the opt unsubscribe to SMS broadcast out option on our USSD menu or in the 'other options' tab of the MyVodafone app.

26. Customer complaints: If you have a concern or complaint regarding our Prepaid Services or any other services we may offer, you may contact us on 123.

27. Governing law:

These Terms are governed by the laws of the Cook Islands.