



Specific Terms & Conditions TVL Prepaid Data Mobile Plan

Description

The Specific Terms and Conditions apply to all TVL prepaid customers wishing to subscribe to the Prepaid Data Mobile Plan.

The tariffs and services mentioned in these Specific Terms & Conditions for TVL prepaid Data Mobile Plan replace and cancel from 21th November 2014 the previous tariffs and services for TVL Prepaid Data Mobile Plan. Customers subscribing to the service agree to the following Specific Terms and Conditions regarding the appropriate plan(s).

Terms & Conditions

1. Incorporation by reference

- a. The Customer shall be bound by and shall fully observe and comply with the General Terms.
- b. In addition to the TVL General Terms, the Customer shall be bound by the following Terms and Conditions for Prepaid Data Mobile Plan (the "Specific Terms").

2. Definitions and Interpretation

- a. In these Specific Terms, the following words and expressions shall have the following meanings:

Customer means any person who applies for or subscribes for or uses the Service.

General Terms means TVL's General Terms and Conditions of Service. Details at <http://www.tvl.vu/> or at any TVL shop.

Mobile Device means any mobile handset, modem, router, and/or any other equipment which the Customer will use the Service with.

Data Mobile Plan means the provision of wireless Internet access through TVL's mobile network.



Validity Period means the validity period for which the Customer subscribes for the Service and can enjoy his data package.

Prepaid Customer means any Customer subscribing to the Service on a prepaid basis, that is, the Customer is paying his bill in advance.

Service means the Data Mobile Plan provided by TVL.

- b. The words and expressions used in these Specific Terms that are defined in the General Terms, but are not defined in these Specific Terms, shall have the same meanings as defined in the General Terms, unless the context otherwise requires.

3. Eligibility

- a. Only TVL Prepaid Mobile Customers.
- b. TVL employees are also eligible to subscribe to those plans.

4. The Offer

- a. The Validity Period of the Service shall be a period defined as per Data Mobile Plan selected by the Customer.
- b. A customer may subscribe to one of those following additional plans:
 - i. 2Mb for VT 50 (vat incl.) with a valid period of 1 day so 24 hours.
 - ii. 7Mb for VT 100 (vat incl.) with a valid period of 2 days so 48 hours.
 - iii. 20Mb for VT 300 (vat incl.) with a valid period of 1 week so 7 days.
 - iv. 100Mb for VT 1,000 (vat incl.) with a valid period of 2 weeks so 14 days.
 - v. 200Mb for VT 1,750 (vat incl.) with a valid period of 1 month so 30 days.
 - vi. 500Mb for VT 3,000 (vat incl.) with a valid period of 1 month so 30 days.
 - vii. 2000Mb for VT 7,000 (vat incl.) with a valid period of 1 month so 30 days.
- c. There is no initial subscription fee.



5. Registration of Service

- a. The TVL Prepaid Customer must send an SMS to 183 short code. The SMS would not be charged to the customer.
 - i. Text "BUY 2" to 183 for 2Mb at VT 50 (vat incl.) with a valid period of 1 day.
 - ii. Text "BUY 7" to 183 for 7Mb at VT 100 (vat incl.) with a valid period of 2 days.
 - iii. Text "BUY 20" to 183 for 20Mb at VT 300 (vat incl.) with a valid period of 1 week.
 - iv. Text "BUY 100" to 183 for 100Mb at VT 1,000 (vat incl.) with a valid period of 2 weeks.
 - v. Text "BUY 200" to 183 for 200Mb at VT 1,750 (vat incl.) with a valid period of 1 month.
 - vi. Text "BUY 500" to 183 for 500Mb at VT 3,000 (vat incl.) with a valid period of 1 month.
 - vii. Text "BUY 2000" to 183 for 2000Mb at VT 7,000 (vat incl.) with a valid period of 1 month.
- b. The TVL Prepaid Customer can subscribe by dialling for free *183#3# and choose the plan he wants.
- c. The TVL Prepaid Customer can visit any TVL shop for assistance in subscribing to a Data Mobile Plan.
- d. The Customer will receive a confirmation message by SMS that the subscription has been accepted and activated with the validity period.
- e. Validity begins upon activation.

6. Restriction

- a. When the customer uses up all his/her data allowance in his/her Data Mobile Plan before the end of the validity of the plan, the plan remains activated.
- b. The customer can subscribe to up to 2 Data Mobile Plan at the same time.
- c. The customer who have subscribed to 2 Data Mobile Plan that still remains activated, need to cancel one of his/her previous terminated plan.



- d. In the event that the customer wants to cancel a Data Mobile Plan, he must send "STOP"+ the number associated to the package. For instance, to cancel the 7Mb package, the customer should send "STOP 7".
- e. If a Data Mobile Plan with remaining data is canceled, no refund will be made. It is customer's responsibility to ensure that no data remain in his plans and that he validates the appropriate Data Mobile Plan wanted.

7. Termination

In the event that the customer uses all the mobile data allowance of his Data Mobile Plan before the expiry of the Validity Period, the customer will be able to apply for or subscribe for any other Data Mobile Plan at any time.

8. Use of Service

- a. The Service is a best effort service and no guarantee will be made regarding the speed of access.
- b. Any unused parts of the Data Mobile Plan during the subscription period will not rollover.
- c. The customer can check his/her Data Mobile Plan balance at any time either by SMS or by dialling *183#:
 - i. Text "QUERY" to 183
 - ii. Dial *183#, press the call button, press 2 to access your Data Mobile Plan balance.
- d. The Customer acknowledges and agrees that he shall not use the Service in any manner which may adversely affect TVL Mobile's network, or other Customers' use of the Service and/or any service provided to such Customers, as TVL may reasonably determine.

9. Fees and Charges

- a. Any usage beyond the capped volume of data will be charged at the current Pay As You Go tariff.
- b. The customer can be ensured not to use Data Mobile outside his Data Mobile Plan by texting for free "block" to 183.



Telecom Vanuatu Ltd

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Free call 081111
www.tvl.vu

10. Consent to Use and Disclose Information and Data

The Customer agrees that TVL shall be entitled to use or disclose any information or data disclosed by the Customer. The Customer is entitled to withdraw such consent from time to time.

11. TVL Rights Reserved

- a. The terms and conditions set out apply only to the “TVL Prepaid Data Mobile Plan” and cannot be used or interpreted on any other Telecom Vanuatu Limited products and services.
- b. TVL reserves the right to change those terms and conditions at any time and may only make these terms and conditions available to the customer under circumstance that warrants disclosure of the terms and conditions. It must be approved by TVL Sales and Marketing Chief Officer.