

## 1.0 Terms and conditions for TVL Smile Postpaid Mobile offer

1.1 The Terms and Conditions, the Application Form, any other documents which are referred to in this Agreement and any document required to be signed together with the terms and conditions of any additional Services constitute a legally-binding agreement (the 'Agreement') between Telecom Vanuatu Limited and the Customer named in the Application Form (hereinafter 'Customer'), which will be effective from the time the Customer's application for the Services contained in the Application Form overleaf is accepted. Acceptance and activation are conditional to:

1.2.1: A satisfactory credit worthiness analysis by TVL

1.2 By signing the Application Form, the Customer confirms that all information submitted is accurate and true.

## 2.0 Definition

2.1 In this Agreement the following words and expressions have the following meanings:- 'Agreement', the agreement between the Customer and TVL comprising the following: TVL Post Pay Terms and Conditions, the Application Form, the Free Mobile Phone warranty agreement (applicable for Customers opting for a free mobile phone), the Provision of Guarantee (Schedule 1) and any subsequent terms expressly agreed in writing between an authorized signatory of TVL and the Customer.

'Application Form', the Customer application form, including all information and statements contained therein.

'Charges', the charges imposed by TVL for the Services, calculated according to the rates prevailing in the applicable tariff structure(s) and as agreed by the Customer.

'Cross-net Calls', Calls made from the TVL Network to another Operator's network.

'Content' means textual, visual or other information, software, photos, video, graphics, music, sound and other material appearing on or available through the Services including all information accessed via the Internet.

'Equipment', any equipment, including the free Mobile Phone, approved for connection to or use with the Network.

'Network', all of the cables, exchanges, transmitters, receivers, computer hardware and software, and other equipment and facilities by which the Services are provided (excluding equipment owned or used by the Customer and by other users and Customers of the Services).

'On-net Calls', Calls made within the TVL Network, i.e. from one TVL mobile to another PostPay, 'Premium SMS', short code messaging where the Customer is charged above the normal basic SMS rate.

'Services', the mobile telephone service including voice, SMS, data, Mobile Internet and any additional

Services as may be offered or provided by TVL and as per the terms and conditions of this Agreement.

'Free Mobile Phone', the mobile phone offered to the Customer by TVL free upon subscription to the TVL relevant Post Pay plan as provided in this Agreement for a period of 2 years (24 consecutive months).

'Roaming', is when the Customer is overseas and uses the SIM card for calls and SMS.

'Roaming data', when the Customer is overseas and uses the SIM card for data services.

'Schedule' means a schedule to the Agreement

'SIM CARD', the TVL SIM CARD, bearing a unique telephone number, and the related personal unlocking key and personal identification number, used with the Equipment to enable access to the Services.

'Tariff', the approved tariff by the TRR as per Schedule 1.

'Term' the minimum subscription period of this Agreement, a period of 24 consecutive months (2 years), commencing on ..... and ending on .....as indicated on the Application Form overleaf.

'Free Mobile internet' is defined as a volume given on top of the package subscribed and can be used between 00:00 and 06:00am.

## 3.0 TVL Smile Mobile Post Pay Plan

3.1 Depending on the TVL Smile Mobile Post Pay Plan chosen by the Customer:

3.1.1 The voice minutes shall include calls to any fixed network and either On-net Calls or both On-net and Cross-net Calls.

3.1.2 The following calls shall be excluded in all TVL Post Pay Plans:  
(i) international calls;  
(ii) roaming calls; and  
(iii) calls to special numbers, e.g. Audiotex

3.2 The SMS in the TVL Post Pay Plan includes peer to peer SMS to TVL and other local mobile operators, but excludes roaming SMS and premium SMS. In the event that tariffs of international SMS and SMS to other mobile operators change, the billing will be over and above the package price.

3.3 TVL does not guarantee the termination of SMS on all international operator's networks and international destinations.

3.4 The data package in the TVL Post Pay Plans includes usage on local networks only and excludes roaming data.

3.5 Consumption of voice, SMS and/or data above the subscribed package by the Customer shall be charged to the Customer at the existing approved tariff as defined at Schedule 1:

3.6 International voice and data roaming shall be charged as consumed and billed at existing approved tariff.

3.7 The regulated tariffs are subject to change any time and this Agreement shall be amended accordingly.

## 4.0 Services

4.1 Provision of Services may be affected by relay between base stations, radio interference due to physical obstructions and atmospheric conditions, technical faults, etc.



- 4.2 Services may be suspended wholly or partially:
- 4.2.1 For Network modifications or maintenance or for security reasons. TVL will use reasonable efforts to keep suspensions to a minimum.
- 4.2.2 If the Customer is in breach of the terms of this Agreement, including non-payment of any sums due by the Customer (in which case TVL reserves the right to charge for reconnection and/or to require revised payment terms).
- 4.2.3 The Customer shall remain liable for all charges during any period of suspension.

## 5.0 Mobile Internet Service

- 5.1 The Mobile Internet service allows you to access the Internet, to upload and download files to and from the global Internet.
- 5.2 Access to the Mobile Internet shall be governed by the specific terms and conditions for Mobile Internet (which can be viewed on [www.tvl.vu](http://www.tvl.vu)) which forms part of this Agreement.
- 5.3 Access to the Mobile Internet service does not require pre-registration. The Mobile Internet service is available by default provided the Customer has a compatible mobile handset.
- 5.4 In order to block the Mobile Internet service outside the package subscribed to, the Customer shall have text BLOCK to 183. To revert, the customer shall text UNBLOCK to 183.
- 5.5 Mobile Internet service charges will continue to apply if you do not BLOCK and you continue to access the Mobile Internet service outside your package.
- 5.6 Free Facebook ([m.facebook.com](http://m.facebook.com)) is offered free of charge in certain packages:
- 5.6.1 Only the URL [m.facebook.com](http://m.facebook.com) is free i.e. connecting to a Facebook account using [m.facebook.com](http://m.facebook.com) is at no charge to the customer
- 5.6.2 Only a direct connection to this URL using the phone internet browser is free. Uploading photos to your account or connecting to external links will be deducted in your data package or charged at the standard rate.
- 5.6.3 Connecting to [m.facebook.com](http://m.facebook.com) using 3rd party phone and web applications or browsers may be subject to a standard charge.
- 5.6.4 Connecting to your Facebook account using [www.facebook.com](http://www.facebook.com) or [touch.facebook.com](http://touch.facebook.com) will be deducted in your data package or charged at the standard rate
- 5.6.5 The offer does not apply to the Internet KEYS service
- 5.7 The free Mobile internet given in the TVL Postpaid plan can be used every day between 00.00 and 6:00 AM

## 6.0 Billing and Payment

- 6.1 The Customer shall pay for the Services by means of direct debit only and will be charged as follows:

- 6.1.1 The Customer will be invoiced monthly in advance for fixed charges (such as subscription charges – the selected TVL Post Pay Plan) and monthly in arrears for call charges and other non-fixed charges over and above the selected TVL Post Pay Plan.
- 6.1.2 TVL reserves the right to change invoicing periods and/or to issue interim invoices.
- 6.1.3 Where practical, TVL will notify the Customer of any changes in advance; this will either be in writing to the Customer's billing address, by electronic mail (email) or by advertisements in the national press.

- 6.2 Payment is due on the 20<sup>th</sup> of each month. If payment is overdue, a surcharge of 2% on the outstanding amount shall automatically be applicable to any outstanding balance without the necessity of any judicial or extra-judicial formality.

- 6.2.1 The line will become incoming calls only if payment is not made within 48 hours from the due date.

- 6.2.1 The line will be permanently suspended in case no payment is effected 40 days from the due date.

- 6.3 VAT shall be added to all invoices.

- 6.4 TVL reserves the right to vary the charges or charging options, and/or any of the terms and conditions in this agreement at any time but will, where practical, give prior reasonable notification to the Customer.

- 6.5 TVL reserves the right, at its discretion, to apply a monthly limit to any service and suspend the Customer's access to a service if the monthly limit is exceeded.

- 6.6 Every change in charging options and/or any terms and conditions will be deemed notified to the Customer at close of business or on the first day on which it is advertised in the national press.

- 6.7 In case TVL has reasonable grounds to believe that the Customer is no longer reachable at the billing address, it reserves the right to send invoices to any other address where it has reason to believe the Customer is reachable.

- 6.8 TVL reserves the right to request a Deposit/Prepayment or guarantee before any services is provided, or subsequently as security for payment of the Charges. The Deposit/Prepayment is refundable after the minimum subscription period chosen by the Customer provided that the Customer has no outstanding balance left with TVL. TVL is entitled to off-set the Deposit/Prepayment against any amount due by the Customer or to request payment of the outstanding balance from the guarantor, whichever is applicable.

- 6.9 Allocations in respect of data units, voice minutes (calls) and text messages are part of the Customer's chosen TVL Post Pay Plan and are available on a monthly basis. Any unused data units, voice calls and text messages shall lapse and shall not be carried forward the following months.

## 7.0 Customer Obligation

- 7.1 The Customer hereby agrees to the following:
- 7.1.1 To provide such proof of identity as is reasonably necessary;
- 7.1.2 To pay all charges by means of direct debit;



- 7.1.3 To notify TVL immediately by telephone (and subsequently confirm in writing), if the Customer's Equipment and/or SIM Card is lost, stolen or damaged. TVL will provide a replacement SIM Card, but may charge for it; and
- 7.1.4 To promptly pay all Charges arising in connection with this Agreement (including any applicable early termination Charges arising in accordance with section 8.0 below).
- 7.2 The Customer has no proprietary rights in the telephone number allocated under this agreement and TVL reserves the right to withdraw this number at any time.

## 8.0 Termination

- 8.1 In the event of non-payment or if service is terminated before the expiry of the minimum subscription period for any reason whatsoever; or by TVL as a consequence of any breach of the terms and conditions of this Agreement or the warranty conditions by the Customer, the Customer shall remain liable for the outstanding balance including, but not limited to, the monthly remaining subscription charges up to the Term (24 consecutive months).
  - 8.1.1 In exceptional early termination cases, TVL reserves the right to calculate an alternative termination fee. Such termination fees will be calculated on a case to case basis and shall be solely at the discretion of TVL.
- 8.2 This Agreement commences on the date the Customer signs the Agreement and shall continue for the chosen Term.
- 8.3 In the event the Customer does not wish to renew the Agreement, the Customer shall remain liable for the remaining total aggregate subscription charges up to the end of the chosen Term
- 8.4 This agreement shall be tacitly renewed under the same terms and conditions in the event the customer does not submit to TVL the notice of termination 30 days prior to the expiry of this Agreement.
- 8.5 TVL reserves the right to suspend all Services immediately and terminate this Agreement forthwith if:
  - 8.5.1 The Customer fails any credit checks performed by TVL from time to time.
  - 8.5.2 The Customer fails to pay any sum due under this Agreement on their due dates.
  - 8.5.3 The Customer breaches any of the terms of this Agreement or if any information supplied by the Customer to TVL is false or misleading.
  - 8.5.4 TVL has reasonable cause to believe that the Customer is unable to pay the Charges; or
  - 8.6.5 For any reason TVL is unable to provide the Services to the Customer.

TVL will endeavour to notify the Customer in advance of any such suspension or termination, in writing, email or by phone.

## 9.0 ADDITIONAL CLAUSES FOR TVL POST PAY PLANS WITH A Free Mobile phone

### 9.1 TERMINATION

- 9.1.1 The Customer hereby agrees that the present Agreement shall be for a period of 24 consecutive months (2 years) At the end of the minimum subscription period chosen by the Customer (the Term), the Mobile Phone will become the property of the Customer.
- 9.1.2 In case of early termination, the Customer shall be liable for the following:
  - (i) The remaining monthly subscription charges as per clause 7.1 above; and

### 9.2 WARRANTY

- 9.2.1 The free Mobile Phone is neither returnable nor exchangeable except within the limits of the terms and conditions applicable under the free Mobile Phone's Warranty policy.
- 9.2.2 The Free Mobile Phone is restricted to use on the TVL (Vanuatu) network unless the Customer is using roaming facilities. Any attempt to unlock the Free Mobile Phone for use on another network might render it permanently unusable and this shall not be covered under the warranty.
- 9.2.3 Any unauthorized modifications and/or alterations to the Free Mobile Phone's software shall constitute a violation of its software license agreement, and the inability to use the handset due to such unauthorized software modifications is not covered under the Free Mobile Phone's warranty.
- 9.2.4 The Customer warrants having taken cognizance and accepted the warranty terms and conditions mentioned in clause 7.

## 10. Limitation of Liability

- 10.1 TVL shall in no circumstance be liable to the Customer (or to any third party) for any direct, indirect, special, incidental or consequential loss (including loss of profit), revenue, business interruption or for any other indirect or consequential loss or damage (whether foreseeable or not) which may arise in relation to-
  - (i) the suspension or non-availability (for whatever reason) of any of the Services; or the suspension or termination of this Agreement; or
  - (ii) the interruption of or failure to connect any call so made to or by the Equipment or any call made to or by the Equipment being overheard or intercepted by any third party; or
  - (iii) any data, content and voice transmitted to or by the Equipment being altered or lost.
  - (iv) the mobile handset, save and except as provided in the Free Mobile Phone's

warranty terms and conditions. (Applicable for Customers choosing the TVL Post Pay Plan with a Free mobile phone)

- 10.2 TVL bears no responsibility whatsoever for the non-performance of any obligation or Services under this Agreement due to factors beyond its reasonable control, including but not limited to, Acts of God, industrial action, network breakdown, default or failure of a third party, war or governmental action (Force Majeure).
- 10.3 Where goods and/or services are offered by TVL as agents of their principal provider(s), TVL shall bear no responsibility for the performance or provision thereof by such providers so long as it has identified the providers to the Customer and identified itself as an agent.
- 10.4 TVL shall bear no liability whatsoever for any product or service advertised, promoted, offered or sold by third party service providers for use on the TVL Network or otherwise.
- 10.5 TVL, its employees and directors shall be held harmless against any claims or action by the customer (or any third party) in relation to infringement of any third party rights, proprietary and intellectual property rights and/or makes no representations or warranties in relation to the accuracy or completeness of the information provided.

**12. AMENDMENT AND SEVERABILITY**

- 12.1 TVL reserves the right to change and/or amend the terms and conditions of the Agreement including (but not limited to) the tariffs as may be approved by the TRR during the term of the Agreement and shall communicate same to the Customer.
- 12.2 If any term of this Agreement is held invalid, illegal or unenforceable by any court of competent jurisdiction, it will be severed and the remaining terms will continue in full force as if this Agreement had been made without the invalid, illegal or unenforceable terms.

**13. ENTIRE AGREEMENT**

- 13.1 This Agreement constitutes the entire agreement between TVL and the Customer. It takes precedence over all prior agreements (oral or written), and all representations or other communication between the parties.

**14. GENERAL**

- 14.1 This Agreement is governed and construed in accordance with the laws of the Republic of Vanuatu
- 14.2 The Customer consents to the fact that TVL may contact any person named in any proof of identity and/or references provided by the Customer in order to verify the accuracy (or continuing accuracy) thereof.
- 14.3 The Customer hereby confirms that he/she has read, understood and agrees to be bound by the Terms & conditions of this Agreement.

**15: GOVERNING LAW**

This Agreement shall be construed in accordance with and be governed by the laws of the Republic of Vanuatu.

**IN WITNESS WHEREOF**, authorized representatives of Telecom Vanuatu Limited, and the Customer acknowledge having read the provisions set forth in this Agreement agree to be bound as of the..... 201... (Execution Date).

Signed for and on behalf of

.....  
Telecom Vanuatu Limited

.....  
Customer Name

.....  
Customer Signature

**Schedule 1**

Destination	Tariff
Additional call ( to all Fixed and mobile operator) / MIN	20 VT
Additional SMS ( National)	10 VT
International SMS	12 VT
International call Zone 1 (Fixed) / MIN	40 VT
International call Zone 1 (Mobile) / MIN	50 VT
Mobile internet ( Per MB )	10 VT

