



## OVERVIEW

Moana TV is Vodafone Cook Islands' pay television product offering a selection of local and international and television channels direct to your premises. Moana TV uses an Internet Protocol Television (IPTV) platform, which utilizes Vodafone Cook Islands's broadband ADSL network. It delivers television services over a dedicated IP link, instead of traditional satellite signal or cable television formats.

## 1.DEFINITIONS

In this Contract

a. Application Form means the form entitled "Moana TV Residential - Application form" annexed to these terms and conditions.

b. Equipment means all and any equipment provided by Vodafone Cook Islands to the customer and installed at the Premises including the Set Top Box, remote control, 4 port DSL router and any cabling.

c. Initial Payment means customer payments to Vodafone Cook Islands enabling the Services to commence, including costs of Equipment, installation fee and initial Monthly Subscription Fee.

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

e. Premises mean the domestic single unit dwelling or commercial building where you reside or conduct business or the place we have consented to locate the equipment.

f. Services means Vodafone Cook Islands's Moana TV subscription television product consisting of images on the television screen and the accompanying sound produced for the services chosen by you in this Contract.

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

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

i. You, your, or customer means the person who is the subscriber under this Contract.

## 2.INSTALLATION

After you have completed the Application Form and paid the Initial Payment to a Vodafone Cook Islands Teleshop, Vodafone Cook Islands will, as soon as reasonably practicable, arrange for a Vodafone Cook Islands representative to deliver and install the Equipment at the Premises. You will, at your own expense, obtain and maintain all necessary approvals and consents for the installation of the Equipment at the Premises and for Vodafone Cook Islands's access to the Premises, and any alterations to the Premises needed to install the Equipment. Vodafone Cook Islands will have no responsibility in relation to any such approvals, consents or alterations.

## 3. TERM and EXTENSION

You agree to purchase the Plan for the Term as indicated on the contract. If you terminate the Plan before the end of the Term, you agree to pay a Cancellation Fee. You will also be required to pay an Equipment Recovery Fee if, when the Agreement is terminated, the equipment if rented belongs to Vodafone Cook Islands. The Term will automatically extend for a further period equivalent to the length of the Term unless you contact Vodafone Cook Islands 30 days before the Term ends to ask for the extension to be cancelled.

## 4.FEES AND CHARGES

You will make the Initial Payment to a Vodafone Cook Islands Teleshop upon signing the Application Form before Vodafone Cook Islands installs the Equipment at your Premises. Moana TV is a postpaid service, which means you will pay the first Monthly Subscription Fee in advance at the time of signing the Application Form, then you will be charged for subsequent monthly fees to your Vodafone Cook Islands account on a monthly basis – with account payable by the 20th of the following month.



## 5. DISCONNECTION AND RECONNECTION

If you fail to pay the Monthly Subscription Fee, your Services will automatically be disconnected. To reconnect the Services, you will prepay the minimum of one Monthly Subscription Fee at a Vodafone Cook Islands Teleshop. The Vodafone Cook Islands retail representative will apply the charges to your account and the Services will automatically be reconnected.

## 6. OWNERSHIP OF THE EQUIPMENT

Once you have made the Initial Payment to purchase the equipment and Vodafone Cook Islands 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. Vodafone Cook Islands will ensure that the Equipment it provides to you is safe, of merchantable quality and fit for the purpose for which it is provided. Should you opt for rental equipment, this is the property of Vodafone Cook Islands and any defects will be replaced without additional fees.

## 7. INDEMNITY AND EXCLUSION

You will defend, indemnify and hold harmless Vodafone Cook Islands its agents and contractors 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 in your Premises under this Contract, the provision of the Services to your Premises and other matters related to this Contract. To the maximum extent permitted by law, you will not bring any claim whatsoever against any third party engaged by Vodafone Cook Islands to install the Equipment under this Contract, for any loss or damage suffered by you or any person in your Premises in connection with this Contract. All liability of service providers is excluded.

## 8. CUSTOMER SERVICE, REFUND AND REPLACEMENT POLICY

All customer service queries about the Services and Equipment should be directed to a Vodafone Cook Islands customer service representative by calling 120 for faults or 123 for general enquiries or emailing [ck.info@VodafoneCookIslandspacificgroup.com](mailto:ck.info@VodafoneCookIslandspacificgroup.com). If the Equipment is defective due to our fault, we will replace it if you tell us at the time it is installed. Other than this, the Equipment once installed will not be refundable.

## 9. TERMINATION

Vodafone Cook Islands 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 Cook Islands customer service representative on 123 or by visiting a Vodafone Cook Islands teleshop. The Customer acknowledges that Vodafone Cook Islands 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 Cook Islands that are billed to the Customer Account

## 10. LIMITATION OF 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. In the event of misuse of the Equipment, we reserve the right to terminate or suspend the Services at any time and without notice.

## 11. EXCLUSION

Vodafone Cook Islands will use its best endeavours to ensure that the Services are delivered without interruption, disruption or deterioration. However, as the Services use



channel content supplied by third parties, circumstances outside Vodafone Cook Islands's control may impact on the delivery of the Services. Vodafone Cook Islands will not be liable for any interruption, change of channel content, 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.

## **12. NO WARRANTIES**

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

## **13. ACCEPTANCE OF TERMS**

Your signature of the Application Form will constitute acceptance of these Terms and Conditions and any amendments. The Application Form and these Terms and Conditions together constitute your Contract with Vodafone Cook Islands for the Services.

## **14. REVISION OF TERMS AND CONDITIONS**

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