



In these Directory Advertiser Terms and Conditions, we have used: **"Vodafone Cook Islands"**, **"we"**, **"us"** or **"our"** with reference to Telecom Cook Islands Ltd t/a Vodafone Cook Islands; **"you"** or **"yours"** with reference to our customer named on the reverse side; **"advertising services"** for the services we agree to provide you under this Agreement; **"advertisement"** for your listing/advertisements in our Directory; **"customer"** means the customer named on the reverse side; **"reverse side"** for the reverse side of this Agreement; **"Fee"** for the fee you agree to pay for the advertising services, which fee is stated on the reverse side and is inclusive of VAT; and **"Directory"** for our annual directory. You acknowledge and agree that the Agreement between us for advertising services: (a) comprises of the reverse side of this Agreement and these Directory Advertiser Terms and Conditions; (b) contains our entire understanding and agreement relating to the subject matter and supersedes any prior agreement or arrangement, whether partly oral or partly in writing, regarding same; and (c) comes into effect from the 'Date Completed' that appears on the reverse side.

**PURCHASE OF ADVERTISING SERVICES** - We agree to sell to you, and you agree to purchase, advertising services for your advertisement in the Directory, as described on the reverse side. Our advertising services include liaising with you, preparing the advertisement; and publishing the advertisement in our Directory. You acknowledge and accept that you must perform certain actions within specified timeframes as advised by us from time to time to enable us to carry out the advertising services. This may include but is not limited to: (a) providing us with material to be reproduced in the advertisement; and (b) providing initial and ongoing feedback and approval to finalise the advertisement for publication. We are not liable for any failure to provide, or delay in providing the advertising services that results from your failure to perform these actions within the specified timeframe.

**ADVERTISING MATERIAL** – You will provide us with material to be reproduced in the

advertisement, including any graphics. You acknowledge that the quality of the reproduction in the advertisement is determined by the quality of the material provided. You will ensure that the material you provide to us is complete and accurate and meets any other quality or procedural requirements we may notify you about from time to time. You acknowledge that the appearance of the advertisement can vary slightly depending on the medium used to view it. You therefore agree that we are not responsible for minor deviations in the appearance of the advertisement in the Directory as compared to the version of the advertisement provided to you for approval. You hereby grant us a non-exclusive, irrevocable, sub-licensable, transferable and royalty free licence to use any material you provide for the purposes of the advertising services. You warrant that any material in digital form provided by you is free of worms, viruses and other disabling devices. We will not take any responsibility for the completeness or accuracy of the material you provide to us or any statements or representations made by you in your advertisement.

**INVOICING AND PAYMENT OF FEES** – You agree to pay the Fee stated on the reverse side upon receipt of our invoice (which may be included in your customer account) and in accordance with the due date for payment as stated in the invoice. You can expect to be invoiced within thirty (30) days of this Agreement. Payment cannot be deferred. You agree that we may terminate this Agreement and refuse to publish or offer the advertisement without notice to you for failure to pay our invoice on time.

**CANCELLING YOUR ORDER** – You may cancel the advertising services before the closing date notified to you. If at any time we believe that you do not have the right to request us to publish the advertisement we may cancel the advertising services. We may also do this if we consider that publishing the advertisement could detrimentally affect our reputation or incur liability for us. Upon any cancellation, we will refund you thirty per cent (30%) of the Fee. You acknowledge and agree that the

# Directory Advertiser – Terms and Conditions



nonrefundable portion of the Fee represents our reasonable costs associated with providing the advertising services up to but not including publication.

**YOUR WARRANTIES** - You warrant that you hold all permits, licences or rights (including intellectual property rights) which may be necessary for your use of the advertisement. You further warrant that the advertisement does not violate any provision of any law, including the Fair Trading Act 2008, Copyright Act 2013 and Defamation Act 1993.

**LIABILITY AND INDEMNITY** - Our liability arising from any error or omission caused by us in the provision of the advertising services shall be limited to the Fee. All other liability is excluded to the fullest extent permitted by law. You indemnify us in respect of any claim or demand made or action commenced by any person against us or for which we are liable in connection with this Agreement, including any breach of third party intellectual property rights. This clause survives the termination of this Agreement.

**INTELLECTUAL PROPERTY** - You acknowledge and agree that whilst you own the material provided to use to be reproduced in the advertisement, we own the intellectual property rights, title and interests in the advertisement as published in the Directory. You agree not to copy or reproduce the advertisement without our prior written consent. You further acknowledge that you are not authorised to use our name or any of our trade-marks, logos or other copyright material without our prior written consent.

**NO AGENCY** – We are not your agent.

**END USERS** – You are solely responsible for any risks assisted with the use of or reliance upon the advertisement and the information contained in it by end users.

**CHANGES TO THIS AGREEMENT** - You acknowledge that we may, from time to time, unilaterally modify this Agreement if such modifications do not substantially affect your rights and obligations. You are bound by any

such modifications from the moment you receive a notice to that effect. The current version of this Agreement can be obtained by calling 123, or can be found on our website [www.vodafone.co.ck](http://www.vodafone.co.ck).

**CONTACT US** – Contact us by calling 123 or emailing [ck.customer@vodafone.co.ck](mailto:ck.customer@vodafone.co.ck)

**APPLICABLE LAW** - This Agreement is governed by the laws of the Cook Islands.

To be signed by the person authorised to act on behalf of the customer. By signing this Agreement, I have read, understood and accept these Directory Advertiser Terms and Conditions.

SIGN HERE:.....

PRINT NAME HERE:.....

DATE SIGNED:.....