



1. INTERPRETATION

1.1. In this Agreement, unless the context requires otherwise:

"Add-On" means an additional allocation of Data the Customer can purchase and use in conjunction with the Broadband Plan they have selected;

"Agreement" means these Broadband Terms, together with any applicable Broadband Plan, Special terms, Instructions and our Customer Agreement Form signed by you;

"Vodafone Cook Islands Hotspot" means a physical location where access to the internet is available to the public using wifi technology;

"Broadband" means high speed internet connection;

"Broadband Plan" means any one of our Broadband plans comprising of an allocation of Data, upload and/or download speed or other benefits included as part of the Services, and supplied with either an Excess usage or no Excess usage feature;

"Broadband Terms" means these standard terms and conditions as amended from time to time;

"Business day" means any day other than a Saturday, Sunday or public holiday in Rarotonga;

"Charges" means:

- (a) The charges for the Services, including charges as set out or referred to in the applicable Broadband Plan or Special terms, and charges calculated for Excess usage;
- (b) The charges for the Equipment (if applicable), plus any installation, freight and delivery costs not included in the listed price, as set out or referred to in the applicable Broadband Plan or otherwise advised to you;
- (c) The charges for additional services such as technical or administration support or remedial services;
- (d) Any taxes, levies, fees or other governmental charges relating to our Services; and

- (e) Any additional charges or fees payable by you under the Agreement,

in each case as amended in accordance with the Agreement from time to time;

"Credit Policy" refers to our credit policy for checking the creditworthiness of our customers;

"Customer Agreement Form" means our sign-up form for the Services;

"Customer Services" refers to our customer services centre at Parekura, Rarotonga or on 123;

"Data" means internet data;

"Equipment" means devices, hardware and/or accessories approved and stocked by us unless we expressly say otherwise and includes a modem;

"Excess rate" refers to the rates we charge for Data used in excess of the allocation for the Broadband Plan you have selected. See our website for the Excess rates www.vodafone.co.ck;

"Excess usage" refers to Data used in excess of the allocation for the Broadband Plan you have selected;

"Force Majeure Event" means any event or circumstances beyond our reasonable control, including any act of God, fire, flood, storm, earthquake or any natural disaster, any act of a public enemy, terrorism, sabotage, embargo, malicious damage, riot or war, any governmental intervention and any defect in or failure of any third party electricity network or infrastructure, but does not include a lack of funds for any reason;

"Initial Term" means a term of twelve (12) months unless you have agreed to a longer term;

"Instruction" means an instruction to us to change any Service, which instruction is delivered by email from the email address provide by you in the Customer Agreement Form or updated by you by notice to us from time to time, or instruction delivered over the phone when you call Customer Services, or delivered in



person when you visit any one of our outlets;

"Intellectual Property" means any and all intellectual property such as patents, designs, service marks and copyright material, registered or unregistered, anywhere in the world;

"Parties" refers to Vodafone Cook Islands and the Customer together, and **"party"** refers to either one of them;

"Payment Date" means the day of the month appearing on each Vodafone Cook Islands invoice as the payment date;

"Phone Number" means a phone number which is allocated to you by us;

"Premises" means the premises designated on the Customer Agreement Form or in an Instruction for connection of the Services;

"Network" means any wire, radio, optical or other electromagnetic system for routing, switching or transmitting telecommunications services between network termination points and **"our Network"** refers to Vodafone Cook Islands's Network;

"Regulatory Event" means any legislative or regulatory change (including, any determination, direction or decision by a regulatory authority, or in the introduction of or change to any regulations, reference offer or undertaking) that directly or indirectly has the effect of: altering the terms of the Agreement, making the operation of the Agreement impracticable; materially altering the burden (financial or otherwise) of us providing Services under the Agreement; making us incapable of performing the Agreement; or causing us (voluntarily or otherwise) to materially alter our operations or structure;

"Renewal Term" means the term starting on the day after the expiration of the Initial Term and ending twelve (12) months later or a subsequent twelve (12) months term;

"Services" means the Broadband services and/or Equipment which we provide to you from time to time in conjunction with the services and includes Broadband provided at a Vodafone Cook Islands Hotspot;

"SIM card" means a Vodafone Cook Islands Subscriber Identity Module card encoded with a Vodafone Cook Islands number;

"Special terms" means terms, as amended from time to time, governing Services specials or promotions, Add-Ons, or prepaid Services and includes any terms of use for a prepaid voucher;

"User" means an individual end user of the Services;

"VAT" means value-added tax levied under the Value Added Tax Act 1997;

"We" or **"us"** or **"our"** or **"Vodafone Cook Islands"**, means Telecom Cook Island Limited t/a Vodafone Cook Islands; and

"You" or **"Customer"** means the Vodafone Cook Islands customer responsible for paying the Charges for the Services, as set out in the Customer Agreement Form, and **"your"** has a corresponding meaning.

In interpreting this Agreement, the following applies, unless the context otherwise requires:

- (a) Headings to clauses are for reference only and are not an aid to interpretation;
- (b) References to a party include that party's successors in title and permitted assigns;
- (c) Words importing the plural include the singular and vice versa;
- (d) Words importing gender import all genders;
- (e) Any obligation not to do something will be deemed to include an obligation not to suffer, permit or case that thing to be done;
- (f) References to currency or \$ are to New Zealand dollars.

2. OUR AGREEMENT

- 2.1. **Application:** In consideration of you being supplied with the Services, you agree to be bound by these Broadband Terms.
- 2.2. **Specific Terms and Conditions:** If a Service you are being supplied with is subject to specific terms and conditions, such as a Broadband Plan and/or Special terms, then those specific terms and conditions (as amended from time to time) form part of this Agreement.



- 2.3. **Priority of documents:** If there is any inconsistency between these Broadband Terms, a Broadband Plan and/or Special terms, then these Broadband Terms will take precedence unless specifically stated otherwise.
- 2.4. **Subject to change:** These Broadband Terms may change from time to time without prior notice to you. For the most up to date version of these Broadband Terms visit our website www.vodafone.co.ck. Current Broadband Plans and Special terms are also available on our website.

3. TERM

- 3.1. **Term:** This Agreement will commence on the date you sign your Customer Agreement Form and continues until the Agreement is terminated in accordance with these Broadband Terms.
- 3.2. **Service Term:** For each Service:
- (a) The Initial Term will commence on the date we start providing the Service to you and continues until the expiry of the Initial Term; and
 - (b) At the end of the Initial Term or a Renewal Term, a Renewal Term will automatically commence and thereafter automatically renew for another Renewal Term unless terminated by you giving at least sixty (60) days' prior written notice to Vodafone Cook Islands before the end of the Initial Term or then current Renewal Term. The Services will then terminate on the last day of the Initial Term or then current Renewal Term as applicable.
- 3.3. **Commencement of Services:** We will begin providing the Services to you within a reasonable time.

4. VODAFONE COOK ISLANDS OBLIGATIONS

- 4.1. Vodafone Cook Islands will provide the Services to you in accordance with the terms set out in this Agreement.
- 4.2. Vodafone Cook Islands will provide the Services with reasonable care and skill. It will use all reasonable efforts to ensure

that the Services are reliable at all times and are of an acceptable quality but it does not guarantee that the Services will be continuous or fault free.

- 4.3. Where Vodafone Cook Islands performs work for you in connection with the provision of the Services, it will ensure that all work is carried out by competent and suitably qualified personnel and in a professional manner.

5. CUSTOMER OBLIGATIONS

- 5.1. **Use of Services:** You agree that you will:
- (a) not use the Services or permit the Services to be used in any way that is illegal or unlawful. Furthermore, you will only use the Services in accordance with our reasonable instructions and the terms of this Agreement;
 - (b) not use the Services in any way that could damage our Network or other property, including any of our Equipment at your Premises, or the Network or property of any other operator, or interfere with another customer's enjoyment of our services;
 - (c) not use or install any device and/or hardware in connection with the Services, that is not pre-approved by us, or that masks, distorts or alters the true nature and origin of Data consumed; and
 - (d) only use the Services for your own personal requirements and not resell, rebill or otherwise provide any of the Services to anyone else without our prior written consent.
- 5.2. **Cooperation and assistance:**
- (a) You will ensure that all information you give to Vodafone Cook Islands is accurate. You must update us when your information changes.
 - (b) If we are required to access your Premises in order to provide the Services, then you will give our representatives safe access to your Premises, including access to install, inspect, maintain, investigate a fault related to, replace, update or remove our Equipment.



- (c) If you are in rented Premises, then you will, before we install any Equipment, obtain the agreement of the owners for us to access and locate Equipment on the Premises and that the owners will have no ownership or other rights to our Equipment.
- (d) You will be responsible for obtaining any third party authorisation, licence, consent or acknowledgement that is required in connection with the provision of the Services and location of the Equipment, such as a building consent.
- (e) You are responsible for any sockets and electrical supply necessary to operate the Services.
- (f) You will be responsible for keeping any password, PIN or security code we give you confidential and update it in accordance with prudent security practices.

5.3. Acknowledgements: You acknowledge and agree that:

- (a) These Broadband Terms supersede any prior agreement between us related to the supply of the Services to you;
- (b) You are responsible for providing your own compatible devices to access the internet using our Services;
- (c) Our Services are not fault free and the quality of our Services may depend on the type of connection you have at your Premises. In particular you acknowledge that a copper connection is not as reliable as a fibre connection;
- (d) Vodafone Cook Islands is not responsible for ensuring that the Services are unable to be misused by you or any third party. Furthermore, you are solely responsible for your use of the Services and for any use of the Services by any user or third party, whether authorised by you or not. You must therefore pay any Charges incurred from the use of the Services by any user or third party, whether authorised by you or not;
- (e) Vodafone Cook Islands is not responsible for the security, accuracy or storage of any data or other information you may transmit or access on the internet while using the Services;
- (f) You are solely responsible for your Data usage, including monitoring your Data usage, and you must therefore pay any Charges incurred from your Data usage. You acknowledge that any alerts we may provide you with about your Data usage **do not** remove in any way your responsibility under this clause. Furthermore, you acknowledge that any such alerts may be delayed and that you may already be over your Data limit when you receive the alert;
- (g) It is your responsibility to have sufficient protection and security measures in place as part of monitoring your Data usage;
- (h) When using Data, some internet services, including websites and email, may not be accessible. Vodafone Cook Islands does not make any warranty regarding:
 - (i) Accessibility of content on the World Wide Web; and
 - (ii) 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 device or interacts with applications on it; and
- (i) Vodafone Cook Islands is not responsible for any harm or loss you may suffer as a result of any virus or other manipulating programme transmitted using the Services or any spamming, abusive or other inappropriate communication by you or any person.

5.4. Remedies for breach: If you breach this clause 5, and we incur costs as a result of your breach, you will, reimburse us for our reasonable costs in relation to that breach. Any reimbursement under this clause is without prejudice to any rights we may have against you and is not a release of any claim for loss or damage we may have against you for the breach.

6. CHARGES, INVOICING AND PAYMENT

- 6.1. You will pay and are responsible for the Charges for the Services and/or Equipment that we provide you in accordance with this Agreement, irrespective of who ultimately uses them.



- 6.2. Add-Ons can be purchased at their applicable rate and are added to your Charges for the applicable month in which the Add-On was purchased. For our current Add-On rates visit our website at www.vodafone.co.ck.
- 6.3. All Charges are subject to VAT.
- 6.4. We will send you a monthly invoice for Services billed on a postpaid basis to the email address you provide on the Customer Agreement Form. We will not provide a paper invoice unless you specifically request one, and any such invoice incurs a printing Charge. Any paper invoice will be mailed to your PO Box address provide on your Customer Agreement Form or notified to us.
- 6.5. Every invoice is payable by the Payment Date. Non-receipt of invoice is no excuse for non-payment of our Charges.
- 6.6. You will pay each invoice without set off, counterclaim or deduction.
- 6.7. Invoices that remain unpaid after the Payment Date may be charged a late payment fee.
- 6.8. You will reimburse us for any costs we incur, including legal fees, to recover money you owe us under this Agreement.
- 6.9. If the Services supplied to you are prepaid, you will pay for the Services in advance of use by purchasing a prepaid voucher. A prepaid voucher entitles you to use the allocation of Data designated on the voucher. Prepaid vouchers are subject to expiry and may be used at any Vodafone Cook Islands Hotspot.

7. DISPUTED INVOICES

If you think there is a mistake in an invoice, you must inform us prior to the Payment Date for the invoice by contacting Customer Services. You must still pay the entire invoice by the Payment Date. If Bluesy agrees there is a mistake it will correct the invoice and credit your account for the portion owed to you as a result of the mistake.

8. CREDIT ARRANGEMENTS

- 8.1. We may require that you provide us with a bond in accordance with our Credit Policy. You can view our Credit Policy on our website at www.vodafone.co.ck.
- 8.2. We may pass on your information to credit reporting organisations, financial institutions or other organisations with customer credit related data (together referred to as "organisations") so that they can run credit checks on our behalf at any time. We may also let those organisations know if you have not paid our Charges. At any time, those organisations may pass on to us information about you that they hold. We will use that information to make decisions about providing or continuing to provide you with Services. Those organisations may keep any information about you that we have passed on to them and use it for the purposes of their business, which may include supplying it to other entities that use their services.
- 8.3. We may suspend or stop providing Services to you if we receive an unsatisfactory credit check about you.

9. FAULTS, OUTAGES AND MAINTENANCE

- 9.1. Where any Service has a fault or unscheduled outage, Vodafone Cook Islands will use reasonable endeavours to remedy that fault or outage within a reasonable time.
- 9.2. Where remedial action is required, we may charge you at our standard rates for the cost of remedying the fault or outage.
- 9.3. We will notify you regarding any scheduled maintenance operations affecting the Services and an estimate of the length of any outage or other impact. Notice may be by way of public announcement in the media, on our website and Facebook page.

10. EQUIPMENT

- 10.1. **Your Equipment:** As required under clause 5.1(c) you must not use any device and/or hardware in connection with the Services without our preapproval (in this clause "your equipment"). Where, with our



approval, you are using your equipment with the Services, you will follow our reasonable instructions about modifications that you may need to make to your equipment so that you can use the Services. Such modifications may include modifications to avoid any danger or interference your equipment may cause to the Services, our Equipment or our Network.

10.2. **Our Equipment:** To provide the Services, it may be necessary for us to install and maintain Equipment on the Premises (e.g. we lease you a modem for your Broadband connection). Except as otherwise agreed in writing, Vodafone Cook Islands will retain ownership of the Equipment installed or located on the Premises. You will not deal with our Equipment in a manner that is contrary to our legal title to it (e.g. sell or give it away). If the Equipment is faulty, you must notify us immediately and we will, as soon as practicable, either repair or replace it at our discretion. If you are responsible for any loss or damage to our Equipment, we will charge you the repair or replacement cost as applicable.

10.3. **Risk and ownership:** Any Equipment you arrange to purchase from us is your responsibility from the time you take delivery of the Equipment. Where we install the Equipment at your Premises, this is considered as you taking delivery. Any such purchase is non-refundable. Ownership in the Equipment does not pass to you until it is fully paid.

10.4. **Inspection and rejection:** When you take delivery of any Equipment from us that you have arranged to purchase, you must promptly inspect the Equipment and notify us of any visible damage to the Equipment within seventy-two (72) hours of receipt (in this clause "notice period"). Provided the damage was not your responsibility, we will, as soon as practicable, either repair or replace the Equipment at our discretion. If you do not notify us within the notice period, we will not be liable to repair or replace the Equipment without cost and you will be

charged the repair or replacement cost as applicable.

10.5. **Equipment warranty:** Where we have a product warranty specific to any Equipment, the terms of that product warranty will apply. We will pass on the full benefit of any manufacturer's warranty for Equipment purchased by you.

11. SIM CARDS, PHONE NUMBERS, ADDRESSES AND OTHER CODES

11.1. **Allocation and ownership:** We may allocate SIM cards, Phone Numbers, email addresses, and other codes to you in conjunction with the Services. These are and will remain the property of Vodafone Cook Islands.

11.2. **Publication of Phone Numbers:** Your Phone Number may be displayed to emergency services. Also the number may be displayed on the mobile or telephone of the party called if that person uses caller ID.

12. CUSTOMER PRIVACY

Subject to the following instances of disclosure, information we may have about you, including your personal information and information about your Data usage, is kept strictly confidential:

- (a) Disclosure under clause 8.2 for credit check and reporting purposes;
- (b) Disclosure for statistical and/or marketing purposes, provided we will never disclose information that may identify you; or
- (c) If required by law, e.g. to the Police or any regulatory authority.

13. INTELLECTUAL PROPERTY RIGHTS

13.1. **Our intellectual property:** You acknowledge that all rights to Intellectual Property contained in or relating to the Services and/or Equipment (including any improvements or changes to any Service or to the Equipment) belong to us or to our licensors.



13.2. **Licence:** We license you to use Intellectual Property that we provide to you in connection with the provision of the Services on a non-exclusive and non-transferable basis for the term of the Service to which it relates; and in respect of any software that we provide to you in connection with the Services, any terms upon which the software is ordinarily licensed or which we notify to you.

13.3. **Software:** If we provide you with any software in connection with the provision of the Services, you must not copy, modify or reverse assemble the software.

13.4. **Warranty as to third party infringement:** Each party warrants to the other party that any materials proprietary to a party and provided to the other party for the purposes of the Agreement will not infringe the intellectual Property rights of any third party, provided that the other party:

- (a) Uses such materials in accordance with the terms of the Agreement and any terms notified in writing by the disclosing party; and
- (b) Does not in any way modify or alter the materials, other than as permitted under the Agreement.

13.5. The Customer shall indemnify Vodafone Cook Islands from and against any and all liability arising from a breach by the Customer of the Intellectual Property rights in the Services and/or Equipment belonging to any third party.

14. LIABILITY AND INDEMNITY

14.1. **Exclusion of liability:** Subject to clause 13.5, in no event will either party be liable under or in connection with the Agreement (whether in contract, tort (including negligence) or otherwise) for any loss of data; loss of profit, revenue, anticipated savings or goodwill; or indirect or consequential losses, regardless of whether such losses were contemplated.

14.2. **Limitation on liability:** Subject to clause 13.5, in no event will either party's liability under or in connection with the Agreement (whether in contract, tort

(including negligence) or otherwise exceed:

- (a) The total Charges paid by you in the twelve (12) calendar months immediately prior to the occurrence of the event(s) giving rise to the claim; or
- (b) If the Agreement has not been in effect for twelve (12) months prior to the occurrence of the event(s) giving rise to the claim, the average monthly Charges paid by you for the months from the date of the Agreement until the occurrence of the event(s) giving rise to the claim.

14.3. **Exceptions:** Nothing in this Agreement shall limit either party's liability (as applicable):

- (a) To pay the Charges;
- (b) For a breach of clause 13.4 (Warranty as to third party infringement);
- (c) For any loss or damage which is finally judicially determined to have resulted from that party's fraud; or
- (d) For death or personal injury which is finally judicially determined to have resulted from an act or omission of that party.

14.4. **Network operators and other suppliers not liable:** All liability of any kind (including but not limited to negligence) on the part of any third party network operator, its officers, employees, contractors and agents, however arising in the provision of services by such network operator to Vodafone Cook Islands is expressly excluded. This exclusion is included by Vodafone Cook Islands as the agent of such persons for their benefit and may be enforced by them as a complete defence to any claim.

15. FORCE MAJEURE

15.1. **Liability:** Neither party will be liable to the other party for any failure to perform its obligations under the Agreement during the time and to the extent that such performance is prevented by reason of a Force Majeure Event.

15.2. **Notice:** The party seeking to rely on this clause will notify the other party as soon as practicable after the Force Majeure Event occurs and use its best



endeavours to provide the other party with information regarding the extent of the affected party's inability to perform and an estimate of the time likely to be required to overcome the Force Majeure Event.

- 15.3. **Mitigation:** The affected party will use its best endeavours to remedy or mitigate the effect of the Force Majeure Event and to complete its obligations under the Agreement as far as reasonably practicable.
- 15.4. **Charges:** You will not be required to pay any Charges for any Services to the extent that such Services are not provided by us due to a Force Majeure Event.
- 15.5. **Termination:** Either party may terminate the Agreement by notice in writing to the other party, with immediate effect on the date specified in that notice, if a party has been unable to perform its obligations under the Agreement as a result of a Force Majeure Event for a continuous period of sixty (60) Business days.

16. SUSPENSION OF SERVICE

- 16.1. **Suspension for breach:** If you fail to make payment to us for any service we provide you by the Payment Date, whether provided under this Agreement or some other agreement for services you have with us, or we believe you are otherwise in breach of any such agreement, we may restrict or suspend the provision of Services to you without notice.
- 16.2. **Disconnection and reconnection charges:** We may require you to pay a reconnection Charge as a condition of lifting any restriction or suspension imposed under clause 16.1.
- 16.3. **Suspension of Services to prevent damage or loss:** We reserve the right, at any time and without notice, to suspend any Service in order to protect our Network or the Network of a third party operator from any actual or perceived security risk, unlawful or undesirable activity (in this clause the "risks"), or if requested by any Cook Islands

Government authority in the interests of national security.

17. TERMINATION

- 17.1. **Licence suspension or termination:** If any of our licences or rights required to operate our Network or to provide the Services are terminated or suspended, or any agreement with any of our third party operators is suspended, expires or is terminated or there is a Regulatory Event and we cannot, as a result, continue to provide some or all of the Services or determine in our discretion that it would not be commercially viable or prudent for us to do so under the current terms of this Agreement, we may cease providing any Services or terminate our Agreement immediately. If this happens we will give you written notice.
- 17.2. **Our termination notice:** If the Initial Term for any Services has expired, we may cease providing the Services by giving you twenty (20) Business days' notice.
- 17.3. **Material breach:** If you are in material breach of this Agreement, we may give you written notice to remedy the breach. If the breach is incapable of remedy or is not remedied within twenty (20) Business days of the notice, then we may give you written notice immediately terminating the Agreement. A material breach of this Agreement includes non-payment of Charges when due.
- 17.4. **Fraud:** We may terminate this Agreement immediately if we reasonably suspect fraud by you or on your behalf.
- 17.5. **Insolvency event:** If either party:
- (a) (or any of its parent or holding companies) goes into liquidation, bankruptcy, administration or receivership or enters into a compromise with its creditors (or it appears that any of these events is likely to happen);
 - (b) Has a receiver or statutory manager appointed over any or all of its assets; or
 - (c) Is removed from the companies register (other than because of a solvent amalgamation), is dissolved or dies;



then the other party may give written notice immediately terminating the Agreement.

17.6. **Terminate for Force Majeure:** See clause 15.

17.7. **Termination by customer:** You may terminate the Services by contacting Customer Services. Depending on the type of Services you are being supplied with, an early termination fee may apply.

17.8. **Consequences of termination:** Where this Agreement or any of the Services is terminated:

- (a) You will be disconnected from our Network so that you are no longer able to receive the relevant Services;
- (b) You will remain liable for any Charges incurred prior to the termination.

18. DISPUTES

If you have a dispute in connection with the Services please refer the dispute to Customer Services. Note that a dispute regarding an invoice must be dealt with under clause 7. We will try and resolve any dispute you may have with us in good faith and within a reasonable time.

19. NOTICES

19.1. All disputes must be notified to Customer Services. Any other notice you give to us under or about this Agreement must be delivered or emailed to:

- (a) Vodafone Cook Islands Main Office, Parekura, Rarotonga; or
- (b) [ck.info @Vodafone Cook Islands](mailto:ck.info@vodafone.co.ck)vodafone.co.ck

19.2. Any notice we give to you will be delivered, or emailed to the address provided in your Customer Agreement Form or updated by you by notice to us from time to time. We may also post notices on our website, Facebook page or in the local newspaper. For example, where the notice affects services for multiple customers.

20. ENTIRE AGREEMENT AND VARIATION

20.1. This Agreement contains all of the terms, representations and warranties made between the Parties and supersedes all prior discussions and agreements covering the subject matter of the Agreement, whether oral or written or partly oral and partly written. No variation or waiver of any provision of this Agreement will be recognised or binding on the Parties unless reduced into writing and acknowledged by both Parties.

20.2. Notwithstanding clause 20.1, Vodafone Cook Islands may accept Instructions. You will be bound by any changes to the Services authorised by such an Instruction.

20.3. You will ensure that access to your authorised email address is strictly limited to yourself. You will promptly notify us of any change in your authorised email address for Instructions.

21. GENERAL

21.1. **Exclusions:** You acknowledge that the Services and/or Equipment provided to you under this Agreement is for personal consumption in which case we acknowledge that the *Consumer Guarantees Act 2008* applies to the supply.

21.2. **Assignment:** The Customer will not assign this Agreement or any right or obligation under it without the prior written consent of Vodafone Cook Islands. From time to time we may assign any of our rights and obligations under this Agreement without prior notice to you or your consent.

21.3. **Subcontracting:** We may subcontract any or all of our obligations under the Agreement without your consent, but we will remain ultimately responsible to you for carrying out those obligations.

21.4. **No contra preferentem:** The rule of construction known as the contra preferentem rule does not apply to the Agreement.

21.5. **No waiver:** No failure to exercise or delay in exercising any right or remedy by either party will constitute a waiver by that party of that or any other right or remedy available to it.



21.6. **Severability:** If the Agreement or any provision of the Agreement is held to be illegal, invalid, unenforceable or of no effect, then, to the extent permitted by law, the provision or provisions giving rise to such illegality, invalidity, unenforceability or lack of effect will be severed from the Agreement and the remaining provisions of the Agreement will remain in full force and effect.

21.7. **Governing law:** The laws of the Cook Islands govern this Agreement. Each party irrevocably submits to the exclusive jurisdiction of the courts of the Cook Islands.

– END -