



Registration Details

Customer Name:		Customer Number:	
Address:		Contact Number:	
Direction to Premises:			

VodaSAT Satellite Broadband Plans

Select PLAN as per table. Please note:

- Usage for each plan is subject to Kacific's Fair Use Policy. Refer to the VodaSAT Terms and Conditions for details.
- You will be charged the FULL month's rental of your selected plan when your service has been connected and activated.
- On your first billing statement, you will see a charge for the current month plan AND the following month's plan. Vodafone Cook Islands charges rental one month in advance.
- One-off Installation fee of \$400.00.

Select Plan	Plan	Monthly Recurring Charge	Speed (Download/Upload)
	VodaSAT Intro	\$150.00	3Mbps / 3Mbps
	VodaSAT Standard	\$210.00	15Mbps / 10Mbps
	VodaSAT Value	\$260.00	30Mbps / 10Mbps
	VodaSAT Plus	\$600.00	50Mbps / 15Mbps
	VodaSAT Enterprise*	\$940.00	60Mbps / 20Mbps
	VodaSAT Premium*	\$2,200.00	70Mbps / 20Mbps
	VodaSAT Supreme*	\$4,350.00	100Mbps / 20Mbps

Equipment & Term

Select Option	Plan	Charge	Minimum Term
	Purchase Outright	\$937.00	1 Month
		\$1,800.00*	
	Monthly Rental	\$50.00	12 Months
	Installation Fee	\$400.00	-
	Wireless Modem	Available on Request	-

**Requires different modem and transceiver*

Additional Services

Select Option	Plan	Charge	Notes
	Static IP Address	\$30.00	Annual Rental

By signing below, the customer agrees as follows:

1. Vodafone will provide you with the Services.
2. Our supply of Services to you is governed by the Agreement. "Agreement" means this form signed by you, our Satellite Broadband Terms, any applicable Satellite Broadband Plan, Special terms and any Email Instructions you give.
3. Our Satellite Broadband Terms may change from time to time without prior notice to you. For the most up to date version, please visit our website <http://www.vodafone.co.ck/vodasat-terms>
4. Vodafone may accept Instructions delivered by email, over the phone, or in person at any one of our outlets. Access to the email address for email Instructions provided above is strictly limited to you and/or your Authorised Contact Person. You acknowledge this person has authority to act on your behalf, including to make changes to the Services. You will be bound by any such changes.
5. You will promptly notify us of any change in your information provided above.

Customer Declaration:

I, the undersigned, hereby confirm that:

- a. I am the Customer or am authorised to enter the Agreement on behalf of the Customer;
- b. I have read and understood the Satellite Broadband Terms and was given the opportunity to obtain independent legal advice before signing this Customer Agreement Form;
- c. Any information provided by or on behalf of the Customer for the purposes of the Agreement, including the information provided above, is true and correct.

Print Name		Authorised Signature		Date	
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OFFICE USE:

Staff		Service Order Reference		Date Processed	
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Provisioning Details

AIRMAC:	
Serial Number:	
Kacific Reference:	

Installation Details

Latitude:		Longitude:	
Installed By:		Date Installed:	

1. Interpretation

In this Agreement, unless the context requires otherwise:

“Agreement” means these VodaSAT Terms and Conditions, together with any applicable Satellite Broadband Plan, Special terms, Instructions and our Customer Agreement Form signed by you;

“VodaSAT” means satellite broadband connection;

“Satellite Broadband Plan” means any one of our VodaSAT Broadband plans comprising of upload and download speed or other benefits included as part of the Services;

“VodaSAT 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 VodaSAT 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;

“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;

“Payment Date” means the day of the month appearing on each Vodafone invoice as the payment date;

“Services” means the VodaSAT Satellite Broadband services and/or Equipment which we provide to you from time to time in conjunction with the services.

“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”, means Telecom Cook Island Limited t/a Vodafone; and

“You” or “Customer” means the Vodafone 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:

Headings to clauses are for reference only and are not an aid to interpretation;

References to a party include that party’s successors in title and permitted assigns;

Words importing the plural include the singular and vice versa;

Words importing gender import all genders;

Any obligation not to do something will be deemed to include an obligation not to suffer, permit or case that thing to be done;

References to currency or \$ are to New Zealand dollars.

2. Overview

VodaSAT is Vodafone Cook Islands Satellite Broadband Service using Kacific Satellite. As an authorised reseller in the Cook Islands, Vodafone applies Kacific Satellite policies to the VodaSAT service.

By subscribing to VodaSAT, the customer acknowledges that Vodafone Cook Islands is a retailer of Kacific and as such is not liable for technical, financial nor support issues relating to the satellite provider. Antenna and related hardware is being rented to the customer and remains the property of Vodafone Cook Islands throughout the term of the agreement unless purchased outright.

Vodafone Cook Islands reserves the right to change these terms and conditions at any time without prior notice. In the event that any changes are made, the revised terms and conditions shall be posted on our website immediately.

Customers must note that VodaSAT may not be suitable for some LIVE gaming applications, some forms of VPN and have an average latency of 550 - 700ms between the user terminal and the remote gateway.

3. Fair Use Policy

Kacific's Fair Usage Policy applies and the customer acknowledges and agrees to all terms and conditions.

<https://kacific.com/wp-content/uploads/2021/06/Kacific-Acceptable-Use-Policy-V.-12.pdf>

As a general guide, each plan has a maximum download and upload speed. Kacific does not throttle these maximum possible speeds but provide three tiers of access priority to bandwidth resources. The plan provides first priority upload data at all times, subject to this Fair Use Policy.

Tier A - 100% of contracted speed
Tier B - 50% of contracted speed
Tier C - 25% of contracted speed

VodaSAT Intro:

Maximum Download Speed - 3Mbps
Maximum Upload Speed - 3Mbps

Tier A - 100% of contracted speed up to 30GB
Tier B - 50% of contracted speed from 30GB up to 60GB
Tier C - 25% of contracted speed from 60GB to 133GB

VodaSAT Standard:

Maximum Download Speed - 15Mbps
Maximum Upload Speed - 10Mbps
Tier A - 100% of contracted speed up to 35GB
Tier B - 50% of contracted speed from 35GB up to 80GB
Tier C - 25% of contracted speed from 80GB to 180GB

VodaSAT Value:

Maximum Download Speed - 30Mbps
Maximum Upload Speed - 10Mbps

Tier A - 100% of contracted speed up to 50GB
Tier B - 50% of contracted speed from 50GB up to 110GB
Tier C - 25% of contracted speed from 110GB to 255GB

VodaSAT Plus:

Maximum Download Speed - 50Mbps
Maximum Upload Speed - 15Mbps

Tier A - 100% of contracted speed up to 185GB
Tier B - 50% of contracted speed from 185GB up to 407GB
Tier C - 25% of contracted speed from 407GB to 925GB

VodaSAT Enterprise:

Maximum Download Speed - 60Mbps
Maximum Upload Speed - 20Mbps

Tier A - 100% of contracted speed up to 295GB
Tier B - 50% of contracted speed from 295GB up to 649GB
Tier C - 25% of contracted speed from 649GB to 1475GB

VodaSAT Premium

Maximum Download Speed - 70Mbps
Maximum Upload Speed - 20Mbps

Tier A - 100% of contracted speed up to 735GB
Tier B - 50% of contracted speed from 735GB up to 1617GB
Tier C - 25% of contracted speed from 1617GB to 3675GB

VodaSAT Supreme

Maximum Download Speed - 100Mbps
Maximum Upload Speed - 20Mbps

Tier A - 100% of contracted speed up to 1425GB
Tier B - 50% of contracted speed from 1425GB up to 3135GB
Tier C - 25% of contracted speed from 3135GB to 7125GB

4. Termination of service and refund policy

The VodaSAT Application and Agreement Form is a legally binding Agreement. The minimum contract term is 1 month if the customer purchases the hardware outright or 12 months if the customer chooses to rent the hardware. In the event of termination before the contract period ends, due to reasons other than technical non-compliance by the service provider, the customer will be liable to pay a Termination fee of \$500 with 30 days notice. This fee is applied to the cost of an installer to de-gird the hardware and return it to Vodafone Cook Islands

along with disconnection penalties applied to Vodafone Cook Islands by Kacific. There will be no refunds.

5. Changing your service

The customer can upgrade or downgrade their service by giving Vodafone 7 days notice prior to a new month. There is no cost to upgrade or downgrade, just the new plan cost. The service will be activated on the 1st of the new month.

6. Ownership of hardware

The VodaSAT hardware or total kit includes

- 2 meter mounting pole
- 1.2-meter antenna
- Satellite modem
- 2W transceiver
- 30M coaxial cable
- Connectors

The customer has the option to purchase and own the hardware outright or rent the hardware for the duration of the term of the agreement.

Warranty applies to the satellite modem and transceiver only and is valid for 12 months from the date of installation.

7. Reselling VodaSAT Services

Reselling of the VodaSAT service is prohibited unless authorised by Vodafone Cook Islands.

Customers who resell must purchase the equipment outright.

8. Weather related outages

The customer acknowledges that Vodafone provides contended internet and adverse weather conditions may disrupt coverage.

9. Delivery and installation

We will deliver the hardware to you within 15 working days of signing up to the VodaSAT service. This can either mean; delivery direct to you or via our installer on the day of installation.

There is an installation fee of \$400 that is charged to setup the VodaSAT service.

10. Billing

The customer will pay, and is 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.

All Charges are subject to VAT.

Vodafone will send you a monthly invoice for the Services by email. We will not provide a paper invoice unless you specifically request one. This may incur a printing Charge.

Every invoice is payable by the Payment Date. Non-receipt of an invoice is no excuse for non-payment of our Charges

The customer will pay each invoice without set off, counterclaim or deduction.

Invoices that remain unpaid after the Payment Date may be charged a late payment fee.

Charges can be found on our website here <https://www.vodafone.co.ck/vodasat>

You will reimburse us for any costs we incur, including legal fees, to recover money the customer owes Vodafone under this Agreement.

11. Service Acceptance

The Customer accepts the VodaSAT Application and Agreement by signing electronically or manually. Further, the customer also demonstrates express and/or implied acceptance of this contract by way of, but not limited to:

1. E-mail, website and any other electronic means of confirmation
2. Payment of upfront costs and sending financial details for direct debit/autocharge
3. Receipt/Acceptance/Installation of rental hardware and services
4. Verbal acceptance, gesture and any other acts indicating the Customer's assent to the proposed bargain