

**CUSTOMER TYPE**     New Connection     Existing Connection     Plan Change     Residential     Commercial/Government

Vodafone Samoa Limited, 1 Logan Road, Apia Samoa  
Phone Number 67788, www.vodafone.com.ws

Company/Customer's name <small>(As given in Proof of Identity document attached with the application)</small>											
Contact Email											
Contact Number				Post Office Box							
Billing Email											
Village											
Street Address											

**Postpaid Mobile Plans** (Tick service requested)      For Pure Postpaid Plan tick & initial here 

Plan Name	Price Incl. VAGST	**Vodafone Minutes & Text	National Minutes/Text	Any Use Data	*International Minutes
<input type="checkbox"/> Red 69	\$69	Unlimited	150/150	15GB	15
<input type="checkbox"/> Red 119	\$119	Unlimited	300/300	30GB	30
<input type="checkbox"/> Red 229	\$229	Unlimited	500/500	60GB	60
<input type="checkbox"/> Red 339	\$339	Unlimited	750/750	100GB	100
<input type="checkbox"/> Red 459	\$459	Unlimited	1000/1000	150GB	150

**Add On Packages (optional)**

Postpaid Addon Bundles	Price	Bonus Quota
<input type="checkbox"/> Data 5	\$20	5GB
<input type="checkbox"/> Data 15	\$50	15GB
<input type="checkbox"/> * International 50	\$30	50 Mins
<input type="checkbox"/> * International 100	\$50	100 Mins

**Handset Add On Packages (optional - subject to eligibility)**

Addon Name	Eligible Models	12 Months	24 Months	36 Months
Addon MPP Repay1	A01, A02, Alcatel1/1B/1L	<input type="checkbox"/> \$34	<input type="checkbox"/> \$17	<input type="checkbox"/> \$12
Addon MPP Repay2	A12, A21S, A31	<input type="checkbox"/> \$80	<input type="checkbox"/> \$40	<input type="checkbox"/> \$27
Addon MPP Repay3	A32, A51	<input type="checkbox"/> \$132	<input type="checkbox"/> \$66	<input type="checkbox"/> \$44
Addon MPP Repay4	A52, A71, A72, S9	<input type="checkbox"/> \$189	<input type="checkbox"/> \$95	<input type="checkbox"/> \$63
Addon MPP Repay5	S10, S20 FE	<input type="checkbox"/> \$349	<input type="checkbox"/> \$175	<input type="checkbox"/> \$117
Addon MPP Repay5	S9+, S10+, Note 20 S20/S20+, S21, iPhone	<input type="checkbox"/> \$400	<input type="checkbox"/> \$200	<input type="checkbox"/> \$134

Summary	Price
Red Plan	
Addon MPP	
Addon Data	
*Addon International	
<b>TOTAL MONTHLY FEE</b>	

All pricing is monthly and includes VAGST.

By default all Mobile Postpaid Red Plans are capped. For Pure Postpaid option please tick and initial where indicated.

\* International minutes for American Samoa, Australia, Bangladesh, Bermuda, Brazil, Brunel, China, Colombia, Cook Islands, Denmark, Fiji, Guam, Hawaii, Hong Kong, Iceland, India, Indonesia, Japan, Kuwait, Malaysia, Mariana Islands, Mexico, Mongolia, New Zealand, Pakistan, Puerto Rico, Romania, Singapore, South Korea, Thailand, U.S. Virgin Islands, Vietnam, USA.

\*\* Vodafone minutes and texts are to any Vodafone Samoa landline or mobile.

- All Add On packages provide cumulative benefits additional to the standard RED plans. Additional monthly fees apply as indicated on this form. Add On packages enjoy all the benefits and rights of the standard RED plans. Add On packages must be selected at time of agreement signing and are invoiced monthly for the duration of the agreement term.
- The Initial Term of this Agreement is for 24 months from moment of first activation of the SIM or date of signing of this agreement, whichever is the later.
- Eligibility for MPP(Mobile Payment Plan) Add On Packages is at Vodafone discretion. Device selection may be subject to stock availability. A maximum of one device per plan is permitted.
- Postpaid plans are invoiced monthly in arrears on or about the 21st of each month and due for payment on or before the 10th day of the following month. Any overdue invoice of 30 days or more may be subject to suspension or termination as provided in our terms & conditions overleaf. Please pay promptly.
- Vodafone agree to provide these services on the terms & conditions set out in this agreement. You agree to accept these services on the terms & conditions set out in this agreement.

**Customer Declaration**

Vodafone provides GSM wireless personal communication services including Mobile voice, SMS and data services. I/We require access and agree to engage Vodafone to provide the services as described in this Agreement. I/We agree to pay all charges associated with the services selected by me/us and understand that if I/We cancel this agreement before the contract term ends, I/We shall be liable for the full "Early Termination Charges" outlined in the Terms &amp; Conditions. I/We have read and fully understood the terms &amp; conditions mentioned overleaf and unconditionally accept them as binding on me/us. I/We have understood all the rates, tariffs and other related conditions at which telecommunications services will be provided inside and outside Samoa as applicable as on this date and as amended from time to time. I/We further declare and undertake that the information provided by me/us is true and correct in all aspects and that Vodafone may decline to initiate service at its discretion.

Customer Signature	Date
Representative Signature	Date

**Mobile Payment Plan (MPP) Declaration**

I/We agree to purchase a mobile device as indicated below under this "Mobile Payment Plan (MPP) Add On Package" and agree to pay equal monthly installments associated with the device selected. If I/We cancel this agreement before the contract term ends or fall overdue in my/our repayments by 30 days or more, I/We shall be liable for immediate repayment of the balance due as defined in the Terms &amp; Conditions overleaf. I/We have read and fully understood the terms &amp; conditions mentioned overleaf and unconditionally accept them as binding on me/us. I/We have understood all the rates, tariffs related to these repayments as on this date and as amended from time to time. I/We further declare and undertake that the above information provided by me/us is true and correct in all aspects and that Vodafone may decline to initiate this service at its discretion.

Customer Signature
Device Model/IMEI

**Vodafone Use Only**
**Form No. 210813MPA**

Mobile Number (SK) _____	VF Sales Rep Name _____
Avabill Account (CK) _____	VF Support Rep Name _____
Avabil Updated Date _____	Existing service to be terminated/modified _____
Credit Approval: Yes/No    Credit Signature _____	VF Supervisor Signature _____

# TERMS AND CONDITIONS

## 1. OUR AGREEMENT

1.1 Your service is subject to specific terms and conditions which form part of this Agreement. These Terms are abbreviated for simplicity below and may change. For the full and most up to date copy, please see our website <http://www.vodafone.com.ws>

1.2 It's important that you read all the terms in full, but some points we want to bring to your attention are: (a) Changes—these Terms, Services and Charges can be changed. When we make changes, what will happen to Services or Charges is set out in clauses 7-10. (b) Privacy - we may collect information on how, when and you use our Services.

## 2. TERM

2.1 Term: This Agreement will commence on the date we start providing Services to you (or such other date specified in your Sign Up Agreement) and continue until the Agreement is terminated in accordance with the Agreement.

2.2 Service Term: For each Service: (a) the Initial Term will commence on the date we start providing Services to you (or such other date specified in your Sign Up Agreement) and continue until the expiry of the initial term (Initial Term); and (b) following the Initial Term, the term will automatically continue on a month to month basis until this Agreement, or the Service, is terminated in accordance with this Agreement (Extended Term).

2.3 Commencement of Services: We will begin providing Services to you in the timeframe set out in the Service Description or, if no timeframe is set out, within a reasonable time.

2.4 Unless otherwise indicated on the front of this agreement, the Initial Term will be 24 months from Commencement of Services.

## 3. OUR COMMITMENT TO YOU

3.1 Services: We will provide the Services to you: (a) using all reasonable care and skill; (b) in a competent and professional manner; (c) in accordance with the applicable Service Descriptions, although we do not guarantee that the Services will be continuous or fault free; and (d) using people who have the necessary qualifications and experience.

3.2 Faults: If you report a fault to us, we will respond in accordance with the relevant Service Description, or otherwise within a reasonable period of time.

3.3 Maintenance: From time to time we may temporarily suspend or restrict a Service so that we can carry out maintenance and development work on the Network.

## 4. YOUR COMMITMENT TO US

4.1 You commit that all information you give us is complete and accurate. You must update us when your information changes. If we provide Services that require locating our Equipment on your premises then you will give our representatives safe access to your premises. You acknowledge that you have no ownership or rights in our Equipment located on your premises, which shall remain our property.

4.2 Use of Services: You will: (a) not use the Services in any way which is unlawful; (b) not use the Services in any way which could interfere with or damage our Network, any other Network Operator's network, or another customer's enjoyment of our services.

4.3 Third Parties: You acknowledge and agree that you are responsible for your misuse of the Services and for use of the Services by any User or third party, whether authorised by you or not.

## 5. CHARGES, INVOICING AND PAYMENT

5.1 You agree to Vodafone Samoa sending you the monthly invoice by email to the email address you supplied on this agreement. You will pay and are responsible for the Charges for the Services and/or Products that we provide in accordance with the Agreement, irrespective of who uses them.

5.2 VAGST: All Charges exclude VAGST unless otherwise indicated.

5.3 Invoices: The Charges will apply from the date you are connected to the Network so that you are able to receive the Services. We will invoice you at approximately monthly intervals for the Services and/or Products we provide to you. Fixed charges will normally be invoiced in advance and other charges will normally be invoiced in arrears.

5.4 No set-off, counterclaim or deduction: Subject to clause 6.1, you will pay each invoice by the Due Date and without set-off, counterclaim or deduction.

5.5 Unpaid amounts: If any invoiced amount remains unpaid after the Due Date we may charge you a Late Payment Fee.

5.6 Collection costs: If we have to spend money on collecting overdue amounts from you, then you will reimburse us for those costs.

5.7 Additional charges: If we provide you with additional services such as technical or administration support (including providing paper invoices, service suspension, call barring, redirection, or fixing faults that are not faults on our Services) we may charge you for these.

## 6. DISPUTED INVOICES

6.1 If you think there is a mistake in an invoice, you must let us know in writing prior to the Due Date and, if you do so, you may withhold payment of the disputed part of the amount payable. You must pay any undisputed amount by the Due Date. If we agree that there has been a mistake, we will issue a credit note or adjust your next invoice.

## 7. SERVICE AND PRICING PLAN MIGRATION

7.1 Where: (a) an alternative Service becomes available; and (b) such Service is materially the same, we may provide you with the alternative Service in place of the existing Service. We will give you at least 20 Days written notice of such migration.

7.2 We may change your Pricing Plan at any time if it will have a neutral or positive effect on you. Changing your Pricing Plan may include changing the entitlements within the Pricing Plan, migrating you to a different Pricing Plan and/or changing the name of the Pricing Plan. We do not need to give you notice.

7.3 You will have no right to dispute any migration that is made in accordance with clause 7.1 or 7.2.

7.4 Clause 7 does not affect our right to end the availability of a Service in accordance with clause 9.

7.6 No Impact on Charges: You will not incur any additional charges, or changes to your existing Charges, where we migrate a Service or a Pricing Plan under this clause 7.

## 8. CHANGES TO CHARGES

8.1 During an Initial Term we may: (a) change a recurring fixed Charge in association with a Regulatory Event or a change in the price from a third party supplier (such as a Network Operator) of a direct input required for the Service; (b) change a recurring fixed Charge for any reason other than the reasons set out in clause 8.1(a); and/or (c) change any Charge (other than a recurring fixed Charge) or introduce other Charges at any time.

8.2 During an Extended Term: we may change and/or introduce Charges for a Service.

8.3 Notice and your rights: We will give you notice of any change to the Charges in accordance with clause 10.1 and your rights as set out in clause 10.3.

## 9. VARIATION TO AND ENDING AVAILABILITY OF SERVICES

9.1 During the Initial Term we may, vary or end any or all of the Services provided to you.

## 10. NOTICE OF CHANGES AND RIGHT TO TERMINATE

10.1 Where we make a change to the Charges, a variation to the Services, or a change to the Business Terms which we reasonably consider: (a) will have a neutral or positive effect on you, we may make the change immediately without notifying you; or (b) will have a material detrimental effect on you, we will provide you with 20 days written notice except where the variation is made under clause 9 whence we may have to give you a shorter notice period.

## 11. CREDIT ARRANGEMENTS

11.1 We may pass on your information to credit reporting organisations so that they can run credit checks on our behalf at any time. We may suspend or stop providing Services if we receive an unsatisfactory credit check about you.

## 12. PHONE NUMBERS, ADDRESSES AND OTHER CODES

12.1 Allocation and ownership: We may allocate Phone Numbers, electronic addresses, and other codes to you. These do not belong to you.

12.2 We may be required to change your Phone Number(s), electronic address(es) or code(s). We will not be liable for any costs which you, or anyone else, may incur as a result of such change.

12.3 Your Phone Number may be displayed to emergency service providers and to us.

## 13. SUSPENSION OF SERVICES

13.1 We may restrict or suspend the provision of Services at any time if you breach the Agreement or if we consider (acting reasonably) that you have breached the Agreement.

## 14. TERMINATION

14.1 You may terminate this agreement at any time after the Initial Term, by notifying Vodafone Customer Services. The agreement will end and Charges will stop 30 calendar days after we receive your notification.

14.2 You may terminate this agreement before the Initial Term has ended if you pay us all Charges that are due as part of Section 15 of these Terms;

14.3 If the Initial Term of a Service has expired, we may cease providing that Service by giving you 20 Business Days' written notice.

14.4 Subject to clause 15.2, you may terminate any Service for convenience by giving 20 Business Days' written notice to us at any time, provided that you pay any Early Termination Charges. You must pay our Charges through the 20 Day notice period, even if termination is after the end of the Initial Term.

14.5 If you are in material breach of the Agreement, we may give you written notice to remedy the breach. If the breach is incapable of remedy or is not remedied within 20 Business Days of the notice, then we may give you written notice immediately terminating the Agreement.

14.6 Fraud or Insolvency: We may terminate the Agreement immediately if we reasonably suspect fraud or either party becomes Insolvent.

## 15. CONSEQUENCES OF TERMINATION

15.1 Consequences: When the Agreement is terminated (a) you will be disconnected from the Network; (b) clauses 13 to 25 (inclusive) together will remain in effect; (c) you must immediately return to us any information, equipment or item which is in your possession and belongs to us.

15.2 You will be liable to pay Early Termination Charges if any Service is terminated prior to the expiry of the Initial Term: (a) by you under clause 14.3 (termination for convenience); or (b) by us under clause 14.5 (your material breach) or clause 14.6 (your insolvency). "Early Termination Charges" include the full outstanding value of this agreement being calculated as a delta from the date of termination until the initial term completion date; plus the retail value of any equipment not returned by the Customer to Vodafone.

15.3 Early Termination Charges not payable: You will not be liable to pay us Early Termination Charges if any Service is terminated prior to the expiry of the Initial Term for that Service: (a) by you under clause 10.3 (right to terminate), clause 14.4 (our material breach) or clause 14.6 (our insolvency); (b) by us under clause 14.1 (licence suspension or termination); or (c) by either party under clause 24.5 (force majeure).

15.4 Termination of Services: Termination of the Service(s) provided under the Agreement will have the effect of terminating the Agreement in its entirety.

15.5 No prejudice: Termination and the rights set out in this clause 15 are without prejudice to any other rights, remedies or obligations either party may have under the Agreement or at law.

## 16. INFORMATION AND CONFIDENTIALITY

16.1 Personal Information: We collect, use and disclose Personal Information about you, your Users or other representatives in accordance with: (a) any Samoa Privacy Act; (b) any Samoa Telecommunications Act Privacy Code; (c) our Privacy Policy; and (d) the Agreement.

16.2 Privacy Policy: For the purposes of the Agreement, references to 'you' (and similar words) in the Privacy Policy will be construed as references to your Users or other representatives.

16.3 User consent: You confirm that your Users and representatives consent to and authorise our collection and use of their Personal Information in accordance with clause 16.1.

16.4 Confidentiality: The Agreement and any information that has been provided under the Agreement by you or us that is not publicly available, is confidential.

## 17. SIM CARD

17.1 Any Vodafone SIM card provided to you will remain our property. You must return it to us in good condition when your Mobile Services end.

17.2 The SIM card can only be used for Mobile Services and must not be used in machine to machine equipment without Vodafone written permission.

17.3 You are responsible for all Charges including calls, SMS and data usage made using the SIM card issued to you until we deactivate the SIM card. Removing the SIM card from your mobile device will not deactivate the SIM card.

## 18. MOBILE DEVICES

18.1 Some plans are only available if you bring your own compatible mobile device or purchase one outright from us. Other plans may enable you to purchase a device under a Mobile Payment Plan (MPP). See Agreement Addon Mobile Repay Packages for details of the different MPP plans.

18.2 The MPP add-on is available for use only to approved customers who connect and remain connected to an active and eligible Vodafone Postpaid Mobile Plan;

18.3 If during your MPP commitment period, you cancel your Vodafone Postpaid Mobile Plan, either:

a) if you continue to hold an active and eligible Vodafone plan, you can continue your existing MPP payments over its original remaining term; or

b) otherwise, your existing MPP payments will be cancelled and the remainder of your MPP instalments (including any outstanding charges on your Vodafone Postpaid Mobile Plan), will be added to your next bill.

18.4 The outright price of your chosen device (as set by Vodafone at the time of purchase) will be spread in equal instalments over your chosen commitment period (12, 24 or 36 months). Once selected, this commitment period is fixed (unless you elect to pay your total remaining balance in full in one instalment).

18.5 The device remains Vodafone Samoa property and full ownership transfers to you upon a) completion of all MPP payments during the term of this Agreement or b) if you have paid us for the device in full as per Section 18.3 or 18.4

18.6 All care, warranty, maintenance & responsibility of the device transfers to you at the moment of your acceptance of and first use of the device. Should the device become damaged, stolen, or (partially/fully) unusable during the term of the agreement the liability is to your care to repair, restore or replace the device. No further liability or responsibility will be placed on Vodafone once you make first use of the device.

18.7 Where Products you have ordered from us are found to be damaged other than as a result of your misuse or lack of reasonable care: (a) you must tell us, in writing, no later than 10 Business Days from the receipt of the Products; (b) we may decline any claim which you have not reported to us in writing within 10 Business Days as set out in clause 18.4 or which is not complete.

18.8 Accepted claim: If we accept your claim under clause 18.5, we may, at our option: (a) replace the Products; (b) refund the relevant Charge; or (c) provide a credit where you are yet to pay.

18.9 We will pass on the full benefit of any manufacturer's warranty if you are eligible.

18.10 If your monthly repayments with Vodafone falls overdue by 30 days or more you are in default and your existing MPP plan may be cancelled and the remainder of your MPP instalments (including any outstanding charges on your Vodafone Mobile Plan), will be added to your next bill and be due for immediate payment.

## 19. PORTING

## 20. ROAMING

20.1 You may be able to use your Mobile Device in other countries, which we call "roaming". Roaming terms and conditions apply, which you can find on our Website. Contact Customer Services to activate this.

## 21. NO ADDITIONAL TERMS

## 22. LIABILITY – EXCLUSION AND LIMITATION

22.1 Exclusion of liability: 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: (a) loss of data; (b) loss of profit, revenue, anticipated savings or goodwill; or (c) indirect or consequential losses, regardless of whether such losses were contemplated.

## 23. DISPUTES

23.1 Dispute procedure: If you have a dispute in connection with the Services, please refer that dispute to Customer Services or your Account Manager. Neither you nor we will commence court proceedings (except where urgent interlocutory relief is required) until this clause 23 has been complied with.

## 24. ENTIRE AGREEMENT AND VARIATIONS

24.1 This Agreement supersedes all prior discussions and agreements that you have had with us.

## 25. FORCE MAJEURE

25.1 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.

## 26. GENERAL

26.1 Assignment: You may not assign any of your rights and/or obligations under the Agreement to any other person without first obtaining our prior written consent (which we may withhold at our sole discretion). From time to time we may assign any of our rights and obligations under this Agreement without your consent.

26.2 No contra proferentem: The rule of construction known as the contra proferentem rule does not apply to the Agreement.

26.3 Vodafone Samoa assignment: We may assign our rights and obligations under the Agreement to another Vodafone Samoa Group Company without your consent.

26.4 Each party will comply with the other's reasonable health and safety policies.

26.5 No waiver or delay: Subject to clause 18, if either party delays or fails to enforce any of its rights or remedies under the Agreement, this will not constitute a waiver by that party of that or any other right or remedy available to it.

26.6 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.

26.7 Governing law: The laws of the nation of Samoa govern the Agreement. The parties agree to submit to the exclusive jurisdiction of the courts of Samoa.

26.8 Notice: Any notice given under this Agreement must be delivered, posted or emailed to the address provided in this Sign-up Agreement or any other address you advise us in writing. We may also post notices on our Website.