

**Amalgamated Telecom Holdings Kiribati Limited**  
**Terms and Conditions**

**1. Provision of Service**

(a) This agreement sets out the Terms and Conditions relating to the supply of a digital mobile telecommunication service to the Customer by Amalgamated Telecom Holdings Kiribati Limited (hereafter "ATHKL") including value added services which are non-revocable. (b) This agreement relates only to the provision of the Service. Provision of any goods will be covered by a separate agreement.

**2. Security Deposit**

On the day of connection the Customer shall pay refundable deposit fees. The Customer shall pay the company security deposit \$200 per connection.

The company will hold this security deposit for the fulfillment of the customer's obligations under this agreement. The company will return the full amount of the security deposit for the customer within two weeks after the disconnection of the service, minus any amount that are reasonably necessary to rectify any default in the payment. Customers with remaining debts are obliged to settle the amount. Upon returning the security deposit to the customer, the company will provide customer with itemized written statement detailing the full amount of the security deposit received, the charges made by the company against the security deposit and the deposition made or to be made of the security deposit.

**3. Agreement Not Transferable**

(a) The customer hereby agrees that the Network Service Agreement is only between the customer and ATHKL and that the Agreement is not transferable. (b) If the customer is a business or a limited liability company and there is a change in the effective management or control of the business or Company then ATHKL shall treat such change as a transfer of this Agreement and entitle ATHKL to immediately terminate the Agreement. ATHKL may transfer its rights and obligations under this Agreement without the consent of the Customer.

**4 Customers to Pay Charges, Vat Etc**

(a) The customer shall be liable to pay VAT and all such taxes, duties and levies. (b) In the event that roaming access is granted to the Customer, the Customer acknowledges that the roaming services are provided by overseas network providers and subject to special tariffs and charges as levied by overseas network operators, details of which the Customer may access from ATHKL's Customer Care Centre or ATHKL's website.

**5. Settlement of Accounts within Fourteen (14) Days**

All accounts are payable and are to be settled in full within (14) days of the date of issue of the account.

**6. Termination and Overdue Account Charges**

ATHKL may immediately terminate this contract by disconnecting the **ATHKL Terms And Condition** service and reserves the right to impose additional charges upon the Customer for overdue payments at two percent (2%) per annum above the overdraft rate time to time charged by ATHKL's Principal bankers if: (a) The Customer breaches any term of this Agreement (including any terms relating to payment or use of the service); (b) The Customer enters, or threatens to enter or is in jeopardy of becoming subject to any form of insolvency, administration, whether formal or informal; (c) The Customer ceases, or threatens to cease or is in jeopardy of ceasing to conduct any business carried on by the Customer in the normal manner; (d) The Customer, being a natural person, dies or being in partnership, dissolves or resolves to dissolve.

**7. Suspension of Service**

(i) ATHKL may from time to time and without notice suspend the Service (and at ATHKL's discretion, disconnect the Subscriber Apparatus from the system) in any of the following circumstances: (a) during any technical failure, modification maintenance of the System provided that ATHKL will use its reasonable endeavors to procure the resumption of the Service as soon as reasonably practicable, or (b) if the customer fails to comply with any of these Terms and Conditions (including failure to pay charges due) until the breach (if capable of remedy) is remedied, or does, allow to be done, anything which ATHKL's reasonable opinion may have the effect of jeopardizing the operation of the Services. Notwithstanding any suspension of the Service, the Customer shall remain liable for all charges due hereunder throughout

the period of suspension unless ATHKL at its sole discretion determines otherwise. (c) if in ATHKL's reasonable opinion, the Customer's usage of the Service is unusual or excessive. (ii) ATHKL reserves the right to request for security deposit for resumption of service if the service had been suspended or disconnected due to non- payment of account.

#### **8. Commencement and Termination**

This agreement shall commence on the date of acceptance by ATHKL and shall continue unless terminated by ATHKL's giving notice to the Customer under above or by the Customer giving ATHKL's prior 30 days written notice of termination.

**9. ATHKL is Not Liable for Failure to Supply Etc.** The Customer acknowledges and agrees that the Services may not be available from time to time as a result of a number of factors, including capacity constraints, electromagnetic interference, adverse weather conditions, excessive ATHKL Network use, equipment failure, the location of the End-User, or during maintenance activities. ATHKL is not liable to the customer or any other person for: - (i) any cost, loss or liability (including injury, death, loss of profit or other consequential damage) arising out of ATHKL's supply of or failure to supply the service including as a result of any act, omission or negligence of ATHKL; and (ii) the content or context or confidentiality of communications made over the services and ATHKL is indemnified by the customer for any liability it incurs as a result of any defamatory or other unlawful comments made by the customer over the service.

**10. GENERAL TERMS** (a) The customer shall be held liable for all cost of collection inclusive of disbursements incurred by ATHKL recovering amounts payable in the event the account is referred to a debt collection agency or to a court of law for legal action proceedings (b) The customer certifies that he or she has read over this agreement together with the terms contained overleaf and has been requested to seek independent advise to seek interpretation of the contents herein and upon signing this agreement acknowledges that he or she understands the meaning and effect hereof.(c) The customer agrees that all notices, invoices, bills, statements of accounts or other communications under this Agreement will be forwarded to the address(s) specified in this Agreement or to such other address as may be submitted by written notice to ATHKL by the customer wishing to alter its address. Such communication will be deemed to have been adequately sent to the customer when forwarded to that address by ATHKL.(d) Without prejudice to ATHKL's right to recover monies owing to it by the Customer under this agreement, in the event of any charge alleged to be in dispute the Customer shall pay all charges appearing on the statement of account pending an investigation of the charge or charges so disputed byATHKL. (e) ATHKL reserves the right to change its billing cycles.(f) The Customer acknowledges and agrees that other Services provided by ATHKL including promotions and competitions held by it may be subject to other terms and conditions which the Customer must comply with in addition to the terms and conditions herein if the Customer utilises the other Services or participates in the said promotion or competition.(g) Tariffs and charges may be modified by Vodafone Fiji from time to time without consent of the customer and of which the customer will be deemed to have been informed upon placement of advertisements in the local media by ATHKL.