



AMALGAMATED TELECOM HOLDINGS (KIRIBATI) LTD

PREPAY TERMS AND CONDITIONS

2016

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PREPAID TERMS AND CONDITIONS

Welcome to our Prepaid Service!

It is my pleasure to present to you the terms and conditions of Amalgamated Telecom Kiribati Limited (ATHKL) Prepay Service. Please read these terms and conditions carefully as they set out the basis on which we will provide prepay Services to you. By using the Service you are confirming your acceptance of these terms and conditions for Prepay Service. We may change these terms and conditions from time to time. If we make changes, the amended terms and conditions will be posted to you via our website.

To make it easy for you to understand the terms and conditions, we provide you with simple interpretations and definitions of abbreviations, words and terms that are most technical and difficult to understand, and which are used to explain our Prepay Service.

If you have queries and concerns regarding our services, please call us on these telephone numbers:

- 100 Customer Care team
- 199 Emergency Operators

Thank you for using our service.

Kamleshwar Sharma
Chief Executive Officer

INTERPRETATIONS & DEFINITIONS

In these terms, unless the context otherwise requires, the following interpretations and definitions shall apply:

“Terms” refers to the length of time or period to which these conditions will be active or valid, such as these terms and conditions, as amended from time to time in accordance with the provisions set forth herein

“Conditions” the factors or prevailing situation influencing the performance or outcome of a process

“ATHKL” short term for Amalgamated Telecom Holdings Kiribati Limited

“We” or **“us”** or **“our”** stand for ATHKL and its team members

“You” means the customer identified on the Prepaid Registration Form.

“Pre-paid” means a method of payment where you pay for services in advance of actual usage, usually on a real time basis.

“Data” refers to internet

“Voice” refers to calls

“SMS” is an abbreviation for Short Message Service. It is a text messaging service component of phones, Web or mobile communication systems

“OWB” means one-way block. You can receive the call but cannot call out

“TWB” means two-way block, dead line. You cannot receive the call and cannot call out

“Dial” means make a call

“Connection Pack” is a mobile phone number and SIM card which will connect you to the ATHKL network

“Mobile Service” means the Prepay Services or On-Account Services, including both mobile and mobile broadband/network services you have with ATHKL

“3G” 3G technology provides faster/higher data transfer rates compared to the 2G network

“4G” is the 4th generation mobile communications technology and a successor to the 3G standards. It is known as long term evolution – a radio access technology to delivery very high speeds. It is the latest after 2G and 3G which gives you a faster and rich internet experience

“Network” means the mobile communications network operated by us and covering those geographic areas as stipulated by us from time to time

“Re-charge” means the process of crediting your Prepaid account using our recharge voucher or by any other means approved by us so as to access our Services

“Services” means our Pre-paid services, including basic voice, data, international dialing, international roaming, short message service (“SMS”), emergency access number and any other services offered via our Network that we agree to make available to you from time to time

“SIM Card” means the subscriber identity module card issued to you by us through which you can access our Services

“Starter Pack” means the packaged SIM Card sold to you by us together with the PIN (Personal Identification Number) and PUK (Pin Unblocking Key), and/or any additional products and information that may be included from time to time

“Tariffs” means our charges for use of the Services, as varied by us from time to time

Amalgamated Telecom Holdings Kiribati Limited (ATHKL)

PREPAID TERMS AND CONDITIONS

1. INTRODUCTION

1.1 Agreement

- a) The Amalgamated Telecom Holdings Kiribati Limited (ATHKL) sets out in this document the Terms and Conditions concerning the use of its Prepaid Service.
- b) These Terms and Conditions shall govern the relationship between Amalgamated Telecom Holdings Kiribati Limited (here-in-after referred to as "ATHKL", "we", "our" and "us") and the customer (here-in-after referred to as "you", "your" and "the customer") of ATHKL Prepaid Service (here-after referred to as "Service(s)) shall constitute binding obligations on the parties once you have accessed or received our services.

1.2 ATHKL reserves the right to amend or change these terms and conditions of our Prepaid Services, including telephone, mobile and internet services and or the Terms and Conditions of this Agreement. Any amendments made will be posted on the website

1.3 Commencement and Implementation

This Agreement commences on the date you:

- (i) Purchase or receive a Prepaid Starter Pack (Mobile device and SIM); or
- (ii) Activate your Prepaid account; or
- (iii) Switch on and connect to ATHKL network.

2. PREPAID TERMS AND CONDITIONS

2.1 Registering and Using ATHKL Service

- a) ATHKL provides you a prepaid service for your personal use.
- b) You will be connected to ATHKL prepaid service once you have done your registration and comply with 1.2 above. Registration occurs when you fill out our Customer Application form stating your name, address, email address and other necessary details reasonably requested by us.
- c) You must notify us of any changes to your name, address and email address within 10 days of such change by calling us on 100 or email us.

- d) Your Credit Expiry Date is determined by a combination of ATHKL prepaid service and prepaid offer you have selected (if applicable) and your last recharge.
- e) The credits on the prepaid recharge cards / vouchers are non-refundable but must be activated before the use by date printed on it.
- f) Left over credits are not refundable or transferable: (i) after the Credit Expiry Date; or (ii) if you cancel your prepaid service (other than as a result of our breach) or we cancel the service as a result of your breach.
- g) When you use the service, we will charge your account balance in accordance with the charges set out in our tariff structure –see Table 1, 4, 5, 6 contained in this terms and conditions of service.
- h) When you subscribe to any of our prepaid products & services plans (whether voice, SMS, Data or any combination of the three or other services), you will be charged according to the tariff structure of that prepaid product or service. Once the plan is used up normal charges will apply.
- i) Your main account will be charged at the normal tariff structure when your subscription to our prepaid service has expired or exceeded the maximum allowed usage terms.
- j) You must ensure that you have sufficient credit so as to access the Services, as we shall not be liable to you in any manner in the event that you are denied access to the Services due to insufficient credit in your Prepaid account.

2.2 For ATHKL assistance

If you need more information or need help but have no credit in your Prepaid account, you can call us on our free lines:

- a) 100 for customer care; or
- b) 199 for emergency operators.

3. INFORMATION YOU SHOULD KNOW

3.1 Prepaid Services

The following services are available with us, including but not limited to:

a) Mobile data plan

- Make the most of your smartphone with these prepaid mobile data plans that include a generous data allowance. Otherwise you will find very high mobile phone bill if not apply data plans.
- Lots of data for browsing and media streaming.
- Control your finances and avoid excess data charges.
- Freedom to change deals when you choose see table 5.

b) Flashnet & Wi-Fi bundles

(i) Terms and Conditions

Buy any recharge denomination \$5 and above to receive the allocated data shown in the table below. Customers can recharge denominations between \$5-\$50 and receive data proportional to the amount recharged – see table below.

Flashnet&Wifi			
Recharge	Data(MB)	Expiry	Value
\$ 5.00	150	6	\$ 0.033
\$ 6.00	200	6	\$ 0.030
\$ 10.00	320	11	\$ 0.031
\$ 20.00	2500	20	\$ 0.029
\$ 50.00	6000	30	\$ 0.028

Table 1: Flashnet/Wifi Flashnet Plan

(ii) How to Use ATHKL Flashnet or Dongle

- Plug-in ATHKL Dongle (you can use either PC or Laptop)
- Install ZTEMODEM: you can find this in ->Computer->ZTEMODEM.exe
- Open a browser and enter this host IP address: 192.168.0.1 or simply double click on the ZTEMODEM shortcut on Desktop
- Go to Settings
- Then click on Connect

c) The 3G and 4G Mobile Phones

- (i) The 3G can offer you services like voice, SMS and data; and

- (ii) The 4G is data but the speed is faster than the 3G. For Voice and SMS, you will be seamlessly switched to our 3G Network layer and you can continue to use your phone normally for voice and SMS.

3.2 Activation

Once you have purchased your Mobile Phone and SIM, recharge it and you will be able to activate the service you want. You can only recharge within our available denominations - \$5, \$6, \$10, \$20 and \$50. \$100 (Text Top Up), \$150.00 (text top up). Remember that credit transfer does not apply for flashnet & wifi.

a) Prepaid data plan:

For the data session, a data session:

(i) *starts* when you begin internet activity, either directly or indirectly* on your mobile device; and

(ii) *ends* when your data connection is lost. This will happen when:

- You turn your mobile device off, turn your data connection off, switch to flight mode or when you lose network reception; or
- Your mobile device has not sent or received data for a period of time.

*Direct internet activity is when you prompt your mobile device to send or receive data from the internet, for example, when you send an email. Indirect internet activity is when your mobile device or mobile applications are set up to send or receive data from the internet on your behalf. Examples include (but are not limited to): Email notifications via Gmail; and Notification of Tweets or Facebook posts which mention you and software or whether updates.

Specific Terms for data plan

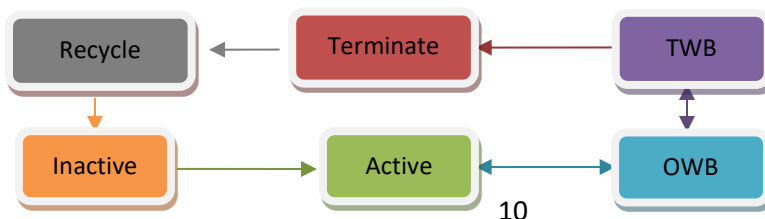
- (i) A minimum balance is required to start a data session.
- (ii) Subject to your rights under this agreement, we do not make any warranty regarding any software or data provided or available to you in connection with data services, including with respect to how that software or data operates on your device or interacts with applications.
- (iii) Unless otherwise stated, data usage is measured as the combination of both data you sent (upload) and received (download).

- b) Calls:** Using your Mobile phone, you can make a call to destinations or places within Kiribati and destinations or places outside Kiribati, including Australia, New Zealand, Fiji and Pacific Countries etc. Only if you have sufficient credit in your prepaid account.
- c) Video calling:** You can only do this using the 4G Mobile Phone.
- d) Short Message Service (SMS):** SMS or text message may be limited to a certain number of characters. We offer 160 characters for 1 SMS.
- (i) National SMS – cost only \$0.10 from cell to cell
 - (ii) International SMS – cost \$0.20 from local cell to cell outside Kiribati
- *If you are having problems in sending or receiving SMS, you need to provide us with the following information:
- 1) You Mobile Number
 - 2) Destination Mobile Number
 - 3) Destination Info
 - 4) Time of issue
- (iii) SMS Broadcasting – We can provide this service for you so that you can send Community messages, educational tips, health campaign & other Awareness messages through our ATHKL SMS Blast.

3.3 How does prepaid recharge card work?

Method (s):

- a)** 2 methods of recharging:
- USSD = dial *141*PIN#
 - SMS = text PIN to 141
- b)** Prepaid recharge card validity starts from the day you use it.
- c)** Once you've reached your credit validity days, your remaining credit will automatically be reduced to zero balance.
- d)** When credit is zero balance, you will not be able to make any calls/sms but able to receive calls/sms.
- e)** When your mobile credit is used up or reached zero balance before end of validity days, you will still be able to receive calls/sms.
- f) SIM life cycle: see chart below:**



g) Changing SIM Status

- (i) When you first purchase a SIM, it's status is Inactive and can be changed to ACTIVE by dialing 123 or Recharging;
- (ii) Mobile account can only be ACTIVE for 60 days, in other words you need to recharge your account before the 60 days expire;
- (iii) Once the 60 days ACTIVE expires, your mobile account status will change to OWB;
- (iv) When OWB, you cannot make calls/sms/data. You can only receive calls. In this case you can only recharge your account from txt top up agents;
- (v) If OWB you will be given 60 days to reactivate/recharge your account before your number status changes to TWB; and
- (vi) TWB numbers cannot make or receive any calls/sms/data.

d) Further Information on Changing SIM Status

- () Inactive to Active= Recharge
- (i) Active to One Way Block= Balance Expires
- (ii) One-Way-Block to Active = Top up/Recharge, otherwise One Way Reactivation
- (iii) One-Way-Block to Two-Way-Block = Not recharged for 60 days
- (iv) Two Way Block to One Way Block = One Way Reactivate
- (v) Two Way Block to Termination = Not Reactivate for 30 days

e) SIM life status

Refer to table 2.

SIM Life Status	
Active	60 days
OWB	60 Days
TWB	30 Days

Table 2: SIM Life Validity

- **Active**– the SIM is valid for 60 days.
- **One-Way Block (OWB)**- you can only receive calls but cannot call out.
- **Two-Way-Block (TWB)** - you cannot receive and make a call. At this stage, your SIM is **deactivated**. To enable you to use it again or make it active, you are required to pay the reconnection fee.

3.4 Limitations of our Services

- a) *Limited network coverage*: our service coverage is limited to South Tarawa and Betio and some outer islands, as shown in the Table 3 below :

Site Name	Site Location	Area Location	Network Type 2G,3G,4G
Betio	ATHKL MDF	South Tarawa	2G,3G,4G
	Takoronga		2G,3G,4G
	Temakin CCK Marine Tower		2G ,3G,4G
Bairiki	ATHKL Main Office		2G,3G,4G
Eita	Close to KPC		2G,3G,4G
Ambo	near Maungatabu		2G,3G,4G
Teaoraereke	close to Ierorimo's res		2G,3G,4G
Bikenibeu	ATHKL MDF		2G,3G,4G
Temaiku	near Mc Dowel		2G,3G,4G
Buariki	Island Council	North Tarawa	2G,3G
Abaokoro		North Tarawa	2G,3G
Abaiang		Outer Is.	2G,3G
Marakei			2G,3G
Maiana			2G,3G
Tabnorth			2G
Onotoa			2G
Abemama			2G
Christmas	London	Christmas Is.	2G, 3G
	Banana		2G, 3G

Table 3: Network Coverage

- b) *Interferences*: we will do our best to provide quality services but it is not possible to provide a fault-free service at all times. Unexpected national power blackout and bad weather or other factors may affect the quality, availability and performance of our services and functions, these are out of ATHKL's control;
- c) *Mobile device compatibility*: certain services and functions are only available if used in conjunction with a compatible mobile device and if in a compatible coverage area. Not all mobile devices are compatible with ATHKL network;

- d)** *Device capability & network limitations etc.:* all ATHKL services are subject to device capabilities & network limitations & availability. A compatible 3G+ device is available and can only be used to access ATHKL 3G+ services.
- e)** *3G:* our 3G and 3G services include but not limited to mobile broadband, email, apps, downloading and video calling. A compatible 3G can access 3G services. Actual speed varies depending on factors such as device capabilities, location and network congestion;
- f)** *Device frequencies:* it is important that you confirm device frequencies for your intended use of the services. Details of our devices and their frequencies before purchase are:

 - GSM - 900MHz
 - UMTS - 900MHz
 - LTE - 1800MHz

4. RATES AND TYPES OF CREDIT

4.1 Rates and Charges for Prepaid Services

The table below specify rates and charges we are currently used for our services, including (but not limited to) making a call to countries outside Kiribati and places within Kiribati. Rate and charges when using our Mobile roaming service are shown on table 4 below.

TELEPHONE RATES KIRIBATI					
INTERNATIONAL			NATIONAL		
	VIP Rate	Interconnect		Peak VIP	Off Peak VIP
<u>Australia</u>	\$ 1.00	\$ 0.02	Local Rates	\$ 0.26	\$ 0.18
			Video Calling	\$ 0.30	\$ 0.20
<u>Fiji</u>	\$ 0.80	\$ 0.20		VIP Rate	
			3G SMS	\$ 0.10	
<u>Marshall Is</u>	\$ 2.15	\$ 0.34	Mobile Data/MB	\$ 0.99	
<u>Nauru</u>	\$ 2.15	\$ 1.29	<div style="border: 1px solid black; padding: 5px;"> <p>*** You can call anywhere in Kiribati for only 0.26 cents per minute</p> </div>		
<u>New Zealand</u>	\$ 1.00	\$ 0.02			
<u>Solomon</u>	\$ 1.95	\$ 1.07			
<u>Tuvalu</u>	\$ 1.70	\$ 1.62			
<u>USA</u>	\$ 1.15	\$ 0.01			
<u>Pacific</u>					
FSM, Palau, Cook Is., French Poly., Norfolk Is., Niue, New Caledonia, PNG, W. Samoa, Tokelua, Tonga, Vanuatu, Wallis, East Timor & Futuna	\$ 2.05				
<u>ROW</u>	\$ 2.25				
<u>Sat Phones</u>					
Irridium	\$ 7.90	\$ 5.96			
Thuraya	\$ 7.90				
Inmarsat	\$ 7.90	\$ 3.41			
Int. SMS	\$ 0.20				

Table 4: Prepay rates

Mobile Data Plan Rates				
PLAN	PRICE	DATA	VALID	VALUE
Day Plan	\$2.00	200	1 day	\$0.01
Day Plan	\$4.00	600	1 day	\$0.01
Week Plan	\$5.00	450	7 days	\$0.01
Week Plan	\$6.00	800	7 days	\$0.01
Week Plan	\$7.00	1000	7 days	\$0.01
Month Plan	\$20.00	2800	30 days	\$0.01
Month Plan	\$30.00	4096	30 days	\$0.01
Standard Charge \$0.99 per MB				

Table 5: Mobile Data Plan

Prepay Roaming Rates between Vodafone and ATHKL		
CALL_TYPE	VF_ROAMER (FJD)	ATHKL_ROAMER (AUD)
CALL (MO) – ROW	\$4.50	\$3.00
CALL LOCAL (MO)	\$1.75	\$1.00
CALL (MO) - Satellite &Irridium	\$13.50	\$8.00
SMS (MO)	\$1.00	\$0.80
SMS (MT)	\$ -	\$ -
DATA (MB)	\$5.00	\$3.00
CALL (MT)	\$ 1.00	\$1.00

Table 6: Prepay Roaming Between ATHKL and Vodafone

5. Your Responsibilities

It is your responsibility to:

- a) Keep your Mobile Phone and SIM card secure at all times. We do not warranty free replacement if you're Mobile Phone or SIM card is lost, stolen, damaged or destroyed. You must contact Customer Care immediately if you have problems;
- b) Use your Mobile Phone in accordance with this Agreement, the services we offer you not to make abusive, offensive or nuisance calls or communications (including sending spam messages) or for any illegal or fraudulent purpose. We may immediately cease providing services to you if you do so; and
- c) Ensure that using or agreeing to use our Services does not give you any rights in any part of the Services. You must not resell or otherwise deal in any way with the whole or any part of the Services.

6. Privacy

Your privacy is important to us. We will take reasonable steps to ensure that customer information is kept confidential.

7. Disputes /Complaints

- a) ATHKL values its customers and we endeavor to attend to your queries and resolve all disputes and complaints effectively in a timely manner;
- b) If you have any concerns please call our Customer Care Service on 100 (free);
- c) If our Customer Service officers have not responded sufficiently to your concerns, call our Network Operation division for assistance; and
- d) You can contact either the Manager Switching or CEO should you are not satisfied with the assistance provided as in b & C above.