

Digi TV Service Agreement

Customer Account Details

* Name: _____ Mobile No.: _____

Address: _____

Telephone No.: _____ Email Address: _____

Identification Type: _____ Identification Number: _____

*** The above named customer has agreed to subscribe to DigiTV Cable TV. CABLE PACIFIC provides service and equipment on the following basis.**

Equipment Payment

The full purchase of the new DigiTV cable box at the price of \$380 Pa'anga (including CT).

The cable box and accessories remain the property of Digicel until full payment has been received. The customer agrees that Digicel can reclaim the property, at its discretion, in the event of non-payment. The warranty period is 180 days and the box may be returned during this period. The warranty will only cover faults arising from equipment failure. It will not cover damages caused by negligence or willful damage.

Subsequent repairs after time of warranty will be subject to a \$35 Pa'anga service fee plus the cost of parts, to be paid upon collection of the repaired Set Top Box. Cable Pacific may, at their own discretion and depending on available stock, provide you with a replacement box whilst your unit is in repair.

Total Package Payment

Digifamily
14 Channels \$65 pa'anga (including CT)

Digimax
20 Channels \$99 pa'anga (including CT)

DigiTV is a pre-paid service and monthly subscriptions are due on the last working day of each month. If payment is not received by the next billing cycle (last day of the following month), a re-connection fee of \$99 Pa'anga plus the monthly subscription will be required to unscramble the service.

Final Declaration

Customer Signature: _____ dd: _____ mm: _____ yyyy: _____

Sales Representative Information

To be completed by Digicel sales staff only

Cable Box Purchased At: _____ dd: _____ mm: _____ yyyy: _____
name of dealer store

Rep Name: _____ Rep Signature: _____

White: Digicel • Pink: Customer • Blue: Dealer

Digicel (Tonga) Ltd. • PO Box 875 • Nuku'alofa, Tonga • P: 876 1000 • F: 676 24 978 • www.digiceltonga.com • customercaretonga@digicelgroup.com

1. Interpretation

"Account" means our record of your credit and charges and, where applicable, personal details.

"Agreement" means the agreement between us and you consisting of the terms and conditions in this document, the terms and conditions of any applicable Package and Pricelist, product, service, voucher, promotion and competition, the applicable tariffs and charges and the application form.

"Bar" means a block placed by us on some or all the Services you use. "Barred" has a corresponding meaning.

"Customer Care Centre" means our customer care centre which contact details are listed on our Website.

"CT" means consumption tax or any similar indirect tax applying in the Kingdom of Tonga.

"Equipment" means any customer premises equipment (including any cable boxes) and connections to the Service and all other equipment that we provide in relation to the Service.

"Package" means a type of cable TV subscription for services as set out on our Website.

"Price List" means a periodically updated publication which lists our current charges for the Services.

"Service" means any package of cable TV services and related products and services that are made available to you by us or our agents from time to time.

"Term" means the term set out in the Package.

"Website" means our website at www.cablepacific.com.tg

"we" or "us" means Cable Pacific Limited ("Cable Pacific") and "our" has a corresponding meaning.

"you" means the customer having a billing relationship with us and "your" has a corresponding meaning.

2. Agreement

This Agreement begins once we have accepted your application for the provision of the Service and activated your connection to the Service. We may decline your application and refuse to activate your connection to the Service at our sole discretion. You agree that various related services, promotions and competitions of ours and third parties may be subject to additional terms and conditions which may from time to time form part of this Agreement. Unless otherwise agreed in writing between the Parties, this Agreement supersedes all prior representations, arrangements, understanding and agreements in relation to the Service between us and you. Subject to you making payment for the Services and your compliance with other provisions contained herein, we will provide the Service to you for the Term. The terms and conditions of this Agreement will continue to apply on expiration of the Term, provided that Cable Pacific continues to provide the Service to you and the Agreement has not been terminated in accordance with clause 11.

You agree that the application of any consumer legislation to this Agreement shall be excluded (or, if it cannot be excluded, limited) to the maximum extent permitted by law. To the extent that the application of any consumer legislation cannot be excluded (or limited, as the case may be), this Agreement shall not prohibit you from exercising your rights under that legislation.

You agree that we have the right to unilaterally amend a part or the whole of the Service or this Agreement from time to time subject to notifying you of any material amendment, the materiality of which we shall at our sole discretion determine. Such notification may be by way of notice in writing or by any other means we choose, such as printed collateral, national media, our website, TV advertisement, SMS, voice message, letter, fax, or email. You agree that using the Service after our notice of amendment shall be deemed acceptance of that amendment. Please note that our partner dealers or any third parties are not authorised to amend this Agreement or to agree any provision which is inconsistent with this Agreement.

Any notice that you are required to give to us must be sent to our postal address in Tonga being Cable Pacific Limited, c/o Digicel (Tonga) Limited, P.O. Box 875 Nuku'alofa, Tongatapu. Your interests in this Agreement are personal to you. You shall not assign or otherwise transfer this Agreement in whole or in part. If you are a business and your effective management or control is changed in any way, then this will be treated by us as a transfer of this Agreement entitling us to end it. We may assign or otherwise transfer this Agreement in whole or in part without your consent.

This Agreement is governed by and must be construed in accordance with the Laws of the Kingdom of Tonga and you agree to submit to the exclusive jurisdiction of the Courts of the Kingdom of Tonga.

3. Your Obligations

If any usernames or personal identification numbers ("PIN numbers") are issued to you, you must take reasonable precautions to keep the numbers protected from unauthorised persons. You must notify us without delay if you believe any of the above-mentioned information has been disclosed or is in the hands of an unauthorised person. You will be responsible and liable for any unauthorised use of the Service.

The Service is provided to you for your private use only. You agree not to copy the Service or any programming or content provided as part of the Service, or supply or re-broadcast, or otherwise re-distribute or offer the Service, Equipment, programming or content to any other place, person or entity. You agree not to use the Service for commercial use (unless you have prior written consent) or in a public viewing area or connect the Service to any television or monitor in any public viewing area. You will not use the Service for illegal purposes.

You are responsible for the acts and omissions of all persons using the Equipment, whether or not authorised by you. Without prejudice to the generality of the former obligation or to any provision of this Agreement, you agree to:

ensure that your television is suitable for connection to the Service;

not use or permit the use of the Service or the Equipment for any improper, abusive, indecent, obscene, unlawful, unauthorised, defamatory or fraudulent purpose or to cause any injury, offence or annoyance to any person;

not do anything that may harm our, or any third party's, property;

not interfere with any part of our Service;

not use or permit the use of the Service or the Equipment or introduce anything (including any virus) so as to cause the quality of the Service to be jeopardised, impaired or interrupted;

ensure that nothing is connected to the Service other than equipment that we have approved;

ensure that you have obtained all the necessary consents from the owner of the premises if you do not own the premises on which the Equipment is to be installed;

be solely responsible for the manner in which the Equipment is used, including being solely responsible for paying all tariffs, charges and debts arising from the use of the Service (whether authorised or unauthorised);

comply with all of our reasonable instructions and requests and those of authorised authorities, in particular with respect to the manner of using the Equipment and/or Service, the investigation of offences and/or the migration to newer technologies;

immediately report, and if the Equipment has been lost, stolen, damaged or used without authorisation;

protect us against any legal action taken against us in connection with your use of the Services and any other use of the Equipment;

reimburse us for all costs and expenses, including reasonable legal fees, incurred as a result of us deeming it necessary to enforce our rights under this Agreement by way of legal or other action; and

ensure that anyone that uses the Equipment also meets the obligations of this Agreement.

4. Provision of Service

We will always do our best to provide quality Services but we do not warrant that they will be continuously available or fault free and without variance.

We will provide you with the Equipment necessary for you to receive the Service. The installation packages are as set out on our Website. When we attend your premises for the purpose of installing the Equipment, you must provide safe access to your premises for the purpose of installing the Equipment. You must provide electricity and powerpoints for the Equipment at your own expense. The Customer will obtain ownership in the Equipment upon full payment for the Equipment as set out in the relevant installation package on the Website. Cable Pacific will retain ownership in the Equipment until such time as full payment is made.

We do not represent or warrant that the Service or our related products and services shall be available in all parts of Tonga. The quality and availability of the Service may vary from place to place and time to time. We do not represent or warrant that the operation of the Service or our related products and services will be uninterrupted, timely, secure or error-free or that it will meet your or any other person's specific requirements.

You use the Service at your own risk and you are solely responsible for adopting such appropriate security measures against unauthorised access to and interference with the Equipment or Service (or associated software/hardware and data) as may be necessary.

We may modify or suspend the Service and our related products and services wholly or partially, with or without notice, if, in our sole discretion, reasonably believe it to be necessary or consider that such action is necessary or desirable for the purpose of upgrading, maintaining, modifying or otherwise the Service or other systems or if such action is required or reasonably requested of us by an authorised authority. We shall attempt to minimise such Service disruptions.

We reserve the right to vary the Service at any time, including the programs, channels, products, content, transmission times, or the aesthetics of the Service.

You may request to modify your Service by notifying us by telephone, post or email. If we agree to modify your Service, we may require you to keep your current service up to thirty (30) days or charge you an administration fee to modify the Service within that period.

We reserve the right, without prejudice to any other provisions of this Agreement, to issue reasonable instructions concerning the use of the Service as may be necessary in the interests of safety, quality of service, other customers or telecommunications services as a whole, or for any other reason that we consider is necessary or desirable.

We make no representation and give no warranty as to the quality, availability, suitability, authenticity or timeliness of any service provided by a third party. We reserve the right to suspend or withdraw access to all or any such services provided by a third party on a temporary or permanent basis at any time. Your use of such services provided by a third party is at your sole risk and we shall not be responsible or liable for any loss or damage suffered by you arising from the use of such services. You acknowledge that we may be required to pass on charges to you for such services.

If a parental control function is available, with your advice, it is your responsibility to activate the function and keep the PIN number safe and secure.

It is a condition of the use of the Service that you agree and acknowledge that:

Cable Pacific is not responsible for the content of the Service and does not endorse that content in any way; and

Cable Pacific is not under any obligation to monitor, control or censor the content of the Service.

5. Service Charges

Cable Pacific shall normally offer a range of price lists with different tariffs and methods of charging. You are advised to read the relevant Cable Pacific price lists and tariff rules, the details of which are available from us, our authorised dealers, the Customer Care Centre and from our Website and/or media. Tariff rates and tariff rules may vary depending on usage of the Service. Our price lists, tariffs and tariff rules for the Service also form part of this Agreement and may, in the absolute discretion of Cable Pacific, be amended from time to time. We reserve the right to amend such price lists, tariffs and tariff rules and will notify you of such amendment by notice in writing or by any other means we choose, such as via printed collateral, including outdoor signage, national media, our Website, SMS, voice message, letter, fax, or email. You agree that using the Service after our notice of amendment shall be deemed acceptance of that amendment. Cable Pacific reserves the right to create, modify and/or replace its price lists and rules from time to time for any reason, including due to currency devaluation.

6. Payment

You are connected to the Service by agreeing to purchase the Equipment and paying an initial connection fee as per our Price List. To continue using the Service, you must pay the monthly charges applicable to your Package as set out on the Price List. You agree to pay for the Equipment and Service we provide to you, and related services, no matter who uses them. Service charges, CT (which will be added on charges where applicable), regulatory fees, surcharges and other charges or taxes incurred in relation to the Service will be accrued and will form part of it.

You agree to provide us with accurate billing information including your legal name, postal address and telephone number.

We are not liable for any loss or damage suffered as a result of the use of, or failure in, any methods or services used by you for the payment of invoices. If payment is made by cheque or any other instrument, we may charge a return fee should the cheque or other instrument be dishonoured. We reserve the right to reject and/or disallow cheque payments from you once dishonoured cheques have been processed through your account. We are in no way obligated to provide Service to you if you have defaulted in payment of any sums due by you. You agree that, in this event, we may charge a reconnection fee and/or revise your payment terms and/or restrict your Service/feature types, prior to restoration of the Service. Should you refuse to accept this Agreement, we reserve the right to refuse to reconnect you.

Invoices will be sent to your billing address unless otherwise specified.

Invoices will be deemed to have been received by you two (2) business days after the date that we have sent it to you, whether or not you have received it. Payment is due before the first day of the billing month.

Invoices are available by methods other than by post by contacting our Customer Care Centre. We will not be held responsible for non-receipt of invoices delivered by post. You must continue to make payments even when postal service is disrupted. We reserve the right to contact you by methods other than post to seek payment of amounts due. All invoices generated will be available for reprint on request. You may be required to pay for reprints.

We reserve the right to chat, give bills and/or to issue interim invoices.

You agree to pay any costs that we incur in collecting outstanding monies from you after the due date for payment.

7. Foreign Currency Transaction

The amount of any transaction charged in any currency other than Pa'anga (TOP) will be billed and payable by you in TOP. We will make conversion from a foreign currency to TOP at a rate of exchange determined by a bank in Tonga, plus any transaction charges, on the date we receive notification of the transaction and the relevant amount to be charged to your account.

8. Equipment and Connection to the Service

The Equipment may be purchased by the Customer as set out on our Website.

Your Equipment is your responsibility. You must take every precaution to keep it safe. You may only connect to the Service using Equipment, as well as related accessories, that we have approved. We may from time to time specify the type of equipment that may be connected to or used by you in respect of the Service. You must immediately disconnect any equipment or device from the Service which is not approved or does not comply with our specifications. In no event shall you interfere with any equipment provided to you by us for use with the Service. We accept no responsibility for the maintenance, repair or condition of equipment or devices which are not our property or have not been supplied by us and you will maintain all equipment and devices in good condition which are used or connected to the Service.

Cable Pacific accepts no responsibility for lost or stolen Equipment and you will continue to be liable to pay to us any amounts owing to us under this Agreement in respect of the Equipment.

9. Warranty Policy

All Equipment supplied by us come with a limited warranty from the manufacturer against production defects only. Warranty conditions are available at any of our stores or by calling our Customer Care Centre.

10. Customer Information and Disclosure

You acknowledge and expressly agree to us, and companies in our group, collecting information about you. Such information may be collected from you and others or generated when you or anyone else uses the Service or any other service.

You acknowledge and expressly consent to us, and companies in our group, using your information for any lawful purpose including providing you with the Service, account management, billing, debt collection, credit assessments, directory purposes, market research, customer profiling, product and service development, marketing and customer care.

Your customer information may be retained for a reasonable period of time in a secure environment. You acknowledge that calls to our Customer Care Centre may be recorded for training and quality control purposes.

You acknowledge and expressly consent to us, and companies in our group, disclosing your information to third parties (such as to our agents, credit agents and other carriers) for purposes including credit referencing, fraud detection and prevention, debt collection, investigating insurance claims, directory purposes, for any reason required by law and for any other lawful purpose.

You may ask to see your account information and any other information that we hold about you and ask for any details that are wrong to be corrected. We reserve the right to refuse such a request where we are unable to verify that the person requesting the information is in fact you or a person authorised by you. We shall not be liable for the disclosure or non-disclosure of such information or for any inaccuracy or lack of completeness of any information disclosed.

You agree that we may contact any person or reference provided by you to verify the accuracy of your account details. You acknowledge that we, or our agents, may from time to time contact you by post, telephone, in person, email or text message regarding details of promotions, competitions or our other products and services. You hereby expressly consent to such contacts. If you no longer wish to be contacted in such a manner please notify us in writing.

11. Suspension & Termination

In addition we may, without notice, bar Services and/or suspend or terminate this Agreement wholly or partially for any of the following reasons:

you supply or have supplied at any time false, inaccurate or misleading information to us;

you fail to observe and/or comply with any provisions of this Agreement or any relevant law or any of our intellectual property rights;

if for any reason we are unable to provide the Service to you or if intermittent checks, modifications and/or maintenance are deemed necessary to the Service;

you fail to pay us any sums due under this Agreement or any other agreement between us and you on the due date specified in the invoice, notwithstanding the issue of any invoices thereafter;

if we have any reasonable grounds to believe you are a high credit risk and may not be able to pay for the Service;

you are adjudicated bankrupt, become insolvent or make any composition or arrangement with or assignment for the benefit of creditors;

you die or, in the case of a partnership, its or is intended to be dissolved;

your usage of the Service is unusual or excessive;

you notify us that your Equipment has been lost or stolen; or

we are reasonably of the view that you are conspiring to defraud us or interfere with the operation and quality of the Service, including without limitation causing congestion.

We do not need to suspend your Service before we terminate this Agreement.

Should your access to the Service be interrupted or suspended in any of the circumstances outlined above, we are in no way obligated to provide the Service to you. During any period of Service suspension, we may disconnect your Equipment from the Service and you shall remain liable for all charges owing to us unless we decide otherwise. We reserve the right to determine whether to reconnect you to the Service or not and we may charge a reconnection fee. If your Equipment is disconnected from the Service, any credits in your Account will be forfeited.

Where we exercise any of our powers under this clause, such exercise shall not prejudice or affect the exercise of any other right or remedy which may be available to us. We may, voluntarily and at our own discretion, terminate this Agreement for any other reason.

Unless you have agreed to subscribe to a Service for a pre-determined period longer than 30 days, you may cancel your agreement or any Service by providing 30 days written notice to us, during which time you will continue to be bound by the terms and conditions of this Agreement.

On termination of this Agreement (for whatever reason):

your right to use the Service ceases immediately;

all fees and charges for use of the Service and all other amounts owing by you to us (including any outstanding payments in respect of the Equipment) become immediately due and payable;

if there are any outstanding payments owed to us in respect of the Equipment, you will return the Equipment to us until all outstanding payments are made;

you shall not be entitled to any refund for any amounts paid in advance to us under the Agreement.

12. Rights and Responsibilities that Continue

The termination of this Agreement does not affect any rights and responsibilities which are intended to continue or to come into existence after this Agreement ends, such as the return of the Equipment and any other of our property and the payment of any outstanding debt or sums due to us.

13. Force Majeure

If we are prevented from carrying out any obligation in this Agreement by reason of any act of God, act of State, act of a national or international regulatory body, riot, insurrection, civil commotion, strike, sanctions, boycott, carrier dispute, embargo, an act or default of any supplier, agent or other person, fire, flood or natural disaster or any other circumstance which in our sole opinion is beyond our reasonable control, our performance of this Agreement will, to the extent that it is made impossible under the circumstances, be suspended until such circumstances cease to exist. We will not be liable to you for a failure to perform, or a delay in performing, any such obligation set out in this Agreement.

14. Exclusion of Liability

To the maximum extent permitted by Cable Pacific, its officers and employees, will not be liable for any loss or damage, whether arising in contract, tort or otherwise, sustained by you or any other person which may be sustained in connection with this Agreement or the subject matter of this Agreement. Such loss or damage may include, but is not limited to, direct or indirect loss or damage caused by the negligence or willful act or default of Cable Pacific or others, whether consequential or otherwise and whether or not such loss or damage is reasonably foreseeable. This Agreement contains all the warranties and conditions given by Cable Pacific in connection with the subject matter of this Agreement and to the extent that Cable Pacific may exclude any warranties or conditions which might otherwise be implied by any legislation then Cable Pacific excludes from application all such implied warranties and conditions.

If for any reason we are liable to you in any way, then our liability in respect of a claim or series of claims to you, or anyone claiming through you, will at all times be limited to the total amount of all payments made by you in the 6 month period immediately prior to the date of your claim.

The exclusions and limitations set out in this clause also apply for the benefit of the following people: companies related to Cable Pacific or Cable Pacific-approved agents; other service providers we allow to use the Service or who allow us to use their services; every officer, employee, contractor and everyone else any of the people listed above is responsible for; and anyone else we get to perform our responsibilities under any agreement you have with us.

The above exclusions and limitations apply to whatever you are claiming for and in whatever way any liability might arise if it were not for the existence of this clause.

15. Hold Harmless

You will indemnify and hold us harmless against all loss, damage and injury caused to the Service as a result of your negligence or failure to abide by this Agreement and all claims made by third parties arising out of your acts or omissions, including negligent acts or omissions, in conjunction with the Service provided by us.

16. Unenforceability

If a provision of this Agreement is determined by any competent authority to be illegal, invalid or unenforceable in whole or in part for any reason whatsoever, then that provision is severed to the extent of its illegality, unenforceability or invalidity and the remainder of the Agreement shall remain in full force and effect. The parties shall use their best efforts to replace the severed provision by an enforceable provision that is as close to the original provision as possible.

17. Waiver

Any waiver, concession or extra time permitted by us is limited to the specific circumstances in which it is given and does not affect our rights under this Agreement in any other way.

If we fail or delay to exercise any right or power under this Agreement, this will not be a waiver of that right or power. Any failure or delay will not prevent us from exercising that right or power in the future.