



Specific Terms & Conditions: Fixed Broadband offers for Business

Description

The Fixed Broadband Business plans specific terms and conditions shall apply to prospects and existing Vodafone Business Customers only.

The service and tariff mentioned in the specific terms and condition for Vodafone Broadband Business plan promotion shall commence on the 9th of July 2022, Customers subscribing to the plan(s) are subject to the following terms and conditions.

Terms and Conditions

1. Incorporation by reference

- a. The customer shall be bound by and shall fully observed and comply with Vodafone General Terms
- b. In addition to Vodafone General Terms, the customer shall be bound by the following specific terms and Condition for Fixed Broadband Business offer(s) (the “specific terms”)

2. Definitions and Interpretation

Customer means any person or businesses who applies for or sign up for or users the service

Best effort service means we do not guarantee the speed delivered or the quality of the internet service provided when it is delivered. The internet speed will fluctuate depending on how many users are on the network at a particular time. If only one person is using the network, then the speed can go up to the maximum bandwidth depending on the plan

Contention ratio can be explained as the number of users that are sharing a certain bandwidth capacity. For example, with this contention 5:1, this mean 5 businesses are going to use one line/pipe, so for the plan of Fiber Business 20M, when all users are using at the same time, one user shall get average of 4Mbps. If only one user is using at a certain time, they can go up to 20Mbps

Dedicated Internet access This is a connection, delivered via Ethernet or private-line circuits, that isn't shared with other customers.

3. Eligibility

- a. Prospect and existing customer who are located in Areas where Vodafone Fiber network is available



- b. Vodafone Staff who are located in areas where Vodafone Fiber network is available
- c. For Customers or Vodafone Staff located in areas where Fiber network is not available Vodafone shall offer alternative Vodafone Radio solutions

4. Offer (s) Description

The broadband business plans are offered in 3 categories, Dedicated Internet Plans, Premium Plans and Business Internet plans. The following table shows different plans under each categories:

4.1. Vodafone Dedicated Internet Plan(s)

Name of Plans	Dedicated Bandwidth Up/Down	Monthly subscription fee vat excl.	Monthly subscription fee vat incl.
Fiber Dedicated 5M	5Mbps	115,000	132,250
Fiber Dedicated 10M	10Mbps	198,000	227,700
Fiber Dedicated 15M	15Mbps	268,000	308,200
Fiber Dedicated 20M	20Mbps	340,000	391,000
Fiber Dedicated 40M	40Mbps	640,000	736,000

4.2. Vodafone Premium Internet Plan(s)

Name of Plans	Bandwidth Up/Down	Monthly subscription fee vat excl.	Monthly subscription fee Vat incl.
Fiber Premium 5M	5Mbps	30,000	34,500
Fiber Premium 10M	10Mbps	50,000	57,500
Fiber Premium 20M	20Mbps	85,000	97,750
Fiber Premium 40M	40Mbps	155,000	178,250
Fiber Premium 60M	60Mbps	220,000	253,000



4.3. Vodafone Business Internet Plan(s)

Name of Plan	Bandwidth Up/Down	Monthly subscription fee Vat Excl.	Monthly subscription Vat incl.
Fiber Business 10M	10Mbps	12,000	13,800
Fiber Business 15M	15Mbps	17,500	20,125
Fiber Business 25M	25Mbps	25,000	28,750
Fiber Business 35M	35Mbps	35,000	40,250
Fiber Business 55M	55Mbps	55,000	63,250

5. Conditions

- 5.2. The dedicated internet plans offer dedicated speed specified in the plan to the customer. The customer does not share the internet line with other customers.
- 5.3. The Premium internet plans are contented at 5:1 ratio, meaning the internet line is shared among 5 customers and during off-peak hours, the internet speed can reach up to the specified speed in the plan.
- 5.4. The Business internet plans offer best effort service, meaning Vodafone does not guarantee any speed to the customer at any certain time. The internet line shared among many customers. During off-peak hours, customer speed can reach the speed specified in the plan.
- 5.5. Customer shall be charged the monthly subscription fee on monthly basis based on plan they have subscribed to.
- 5.6. Customer shall be charged installation of 10,000vt + VAT for up to 30 meters. After 30M customer shall be quoted for additional works depending on the distance and nature of work and will be charged accordingly
- 5.7. The internet plans offer symmetric internet connection
- 5.8. The equipment such as the ONT modem shall be offered to the customer for Free. In the event the customer wish to cancel the service, Vodafone shall recover the modem
- 5.9. The internet plans are offered over Fiber technology. In the event customer is located outside the Fiber network, Vodafone shall offer the Business plans through other Radio technology solutions like Airmux or Nano beam
- 5.10. The installation charge for other Radio technology shall be quoted to the customer based on customer area, mission cost and nature of work required.
- 5.11. Vodafone Vanuatu shall use reasonable endeavours to provide the Service within 15 days. In the event more work is required for the service to be provided, Vodafone shall advise customer accordingly.
- 5.12. Vodafone Vanuatu shall however use its best endeavours to repair any reported faults as soon as it reasonably can. Vodafone Vanuatu reserves the right to:
 - i. For operational reasons, change the codes or the numbers allocated to the Customer or the technical specification of the Service to match changes in the network infrastructure.



- ii. Suspend the Service for operational reasons such as repair, maintenance or improvement of the Service or because of an emergency, but before doing so Vodafone Vanuatu will give as much online, written or oral notice as is reasonable practicable. Vodafone Vanuatu will restore the Service as soon as it reasonably can after the suspension. Vodafone Vanuatu will not be liable for any prejudice suffered by or caused to the Customer as a result of the suspension of the Service.
- iii. Give the Customer instructions which it believes are necessary for reasons of health, safety or quality of any telecommunications service provided by Vodafone Vanuatu to the Customer or to any other Customer.

5.13. The Vodafone General terms and Condition shall apply

6. Migration to new plans for existing customers

- 6.2. Vodafone shall migrate all existing customer on one-to-one basis to the new plans.
- 6.3. The existing customer shall be advised through means of email, phone call or to one-to-one visit by Vodafone Sales team to advise of new proposed plan suitable for them
- 6.4. In the event customer agrees to migrate to new plans, Vodafone shall varied the existing contract of the customer to cater for the new plans

7. Service Availability

- 7.2. If Customer's Service is interrupted the Customer should notify Vodafone Vanuatu and, unless the loss of Service is due to your negligence or wilful act, use our best endeavour to restore Service as soon as possible.

8. Vodafone Vanuatu Rights Reserved

- 8.2. The terms and conditions set out herein apply only to the "Fixed Broadband Business offers" and cannot be used or interpreted on any other Vodafone Vanuatu products and services.
- 8.3. Vodafone reserves the right to change the terms and conditions of this offer at any time and may only make these terms and conditions available to the customer under circumstances that warrant the disclosure of these terms and conditions. Any changes must be approved by Vodafone Vanuatu and the Regulator.