

If you have a Bluesky Cook Islands Prepaid SIM card, then you will need to review the terms and conditions set out below which will govern the contractual relationship between you and Bluesky Cook Islands. Where specific terms and conditions regarding the SIM card are published on our Website, the specific terms and conditions (as amended from time to time) shall form part of this Agreement. If there is any inconsistency between these Terms and Conditions for Prepay SIM card and any other terms and conditions, then these Terms and Conditions will take precedence. Please read the following terms and conditions carefully. If you do not comply with them, we may stop you from receiving our Services.

1. Interpretation

The term “you” means the customer under this Agreement and “your” has a corresponding meaning.

“**SIM card**” is the subscriber identity module needed to operate your Mobile Device and through which you are connected to our network, and includes any SIM card issued to you by us.

“**Activation**” and “**Activate**” means the commencement of use of our SIM card, the reduction of any pre-loaded credit or by making a payment to the prepaid account associated with the SIM card.

“**Inactive**” means no longer registered on the Bluesky mobile network.

“**Suspend**” means suspending access to Services by restricting incoming and/or outgoing calls, SMS and/or mobile data.

“**Deactivate**” means to manually remove the account from the mobile network whereby it becomes inactive.

“**Bundled services**” are services preload onto a SIM card at the time of activation. These are described in section 7.

“**Agents**” means any contractors, providers, dealers or agents appointed by Bluesky to perform any of Bluesky’s obligations under this Agreement.

“**Agreement**” means these terms and conditions between us and you.

“**E-Charge**” means the top up platform currently used to apply prepaid credit to prepaid accounts and for the electronic sale of PIN products.

“**Services**” means the mobile telecommunications network services and related products and services that are made available to you by us or our Agents from time to time.

“**Standard Prepay Plan(s)**” means our standard prepaid calling, SMS and mobile data rates and packages.

“**Customer Services**” means the Bluesky customer services team who can be reached on 123 or +682 29680.

“**Expired**” has the meaning set out in paragraph 17 (b).

“**Free Zone**” is a standard text bundle on all SIM cards. Spend \$10 in text in one month and get another 450 text free. Valid for one calendar month only. Any unused free texts

are reset back to zero and the 1st of the new month.

“**Mobile Device**” means a mobile phone or other telecommunications device.

“**Mobile Phone Number**” means a mobile phone number which is allocated to you by Bluesky.

“**Mobile Service Provider**” means the provider of mobile telecommunications services to the public in the Cook Islands.

“**Prepay Account**” is the account where your monetary credit is stored, and from where the cost of calls and any other Services are deducted.

“**Pricing Plan**” means the access rates and bundled services and form parts of this agreement.

“**Reseller**” means any of Bluesky’s E-Charge outlets where prepaid credit and electronic PINs products are available.

“**Voicemail**” means the automated voice mail service on the Bluesky prepaid platform and is described in section 4(b).

“**we**” or “**us**” means Bluesky Cook Islands and “**our**” has a corresponding meaning.

“**Network Operator**” is any entity with whom we have entered into an interconnection agreement or arrangement (directly or indirectly) providing for the passing of customer generated or customer destined communications between us and that entity.

“**Payment**” means loading additional monetary credit to your Prepay Account by any means made available by us from time to time.

2. Coverage and Services

2.1. While we will do our best to provide quality Services, because of the nature of mobile telecommunications it is impossible to provide a fault-free service and the quality and coverage of the Services depends partly on your Mobile Devices, partly on our network and partly on other providers and telecommunications networks to which our network is connected or connects.

2.2. Coverage and Services can be adversely affected by radio interference, atmospheric conditions, geographic factors, network congestion, maintenance and outages on our network, or other operational or technical difficulties which mean that you may not receive some or all of the Services in certain areas or at certain times. Coverage and Services can also change with network expansion or reconfiguration.

2.3. The integrity or quality of the data or information you send or receive via the Services (including PXT or other files) may be affected or compromised due to the configuration of our network, the use of the internet, or the configuration or limitations of your, or your intended recipient’s, Mobile Device or other device.

3. Using our Services

3.1. You may make local, national and international calls, text messages and access voicemail and other Services.

3.2. Voicemail is part of the Services provided by Bluesky. You are responsible for changing

the PIN from the preset number and setting your own PIN access for the voicemail service and keeping that information confidential. You are responsible for all access into and out of the voicemail service and for any charges incurred as a result, whether or not you reset the PIN access. In the interests of others, we must limit the number and duration of messages that can be left on your voicemail service.

3.3. The Services may be changed, modified, advanced, suspended or removed by us. We will try to notify you before doing this or introducing substitute or new Services. If any of our new Services require new or upgraded Mobile Devices or equipment, you will be responsible for obtaining that new or upgraded Mobile Device or equipment.

3.4. You agree to follow our instructions about the use of the Services and ensure that everyone you are responsible for also meets your responsibilities when using your Mobile Device. You agree to keep us protected against any legal action taken against us and to meet any losses we may incur as a result of such use of the Services. You are responsible if anyone else, whether authorized by you or not, uses or misuses your Mobile Device or our Services.

3.5. You agree not to use your Mobile Device or the Services for any abusive, illegal or fraudulent purpose.

3.6. You acknowledge that we do not support Voice over Internet Protocol ("VoIP") and that we can provide no assurance that currently available access levels may be maintained.

3.7. We can require you to stop using any SIM card or Mobile Device immediately if we believe that it could cause any interference, you have used it to spam other users or are sending an excessive number of calls, texts or other messages, or if it is not approved by us for use on our network or in connection with any of our Services. You must not use any Mobile Device which masks or in any way alters the true origination or termination of any call or other transmission.

3.8. Using or agreeing to use the Services does not give you any rights in any part of the Services. You must not resell, in any way whatsoever, the whole or any part of the Services.

3.9. You agree that if you do not use the Services in accordance with these conditions we may restrict or suspend your use of the Services.

3.10. Bundled services such as calling minutes, SMS messages and mobile data may be changed or removed by us. We will try to notify you before doing this but reserve the right to remove these bundles without notice.

4. Security

4.1. You must keep your Mobile Device and SIM card secure at all times. We recommend that you use PIN and other access code features provided with your Mobile Device, the SIM card, or the Services, to ensure that only you are able to access and use the Services, and no one else. You are responsible for keeping all such PIN codes confidential at all times.

4.2. If your Mobile Device or SIM card becomes lost or stolen, or is otherwise not in your

possession you must contact Customer Services immediately so that we can prevent further calls being made from it. This is important as all charges for calls made, messages or other content sent, or Services accessed using that SIM card or your voicemail will be debited from your Prepay Account up to the time you advise us of its loss or theft. We are not liable for any loss to you as a result of the loss of, theft of, damage to, or unauthorized use of, your Mobile Device or SIM card.

4.3. Some Services are available via the internet or other systems operated by third parties and, although we will endeavor to maintain the security of information, we cannot guarantee that information you receive or supply when using the Services will be secure at all times. You acknowledge that we are unable to exercise control over, and make no representations or warranties concerning, the security or content of data or information passing over our network, any systems operated by third parties, and the internet.

4.4. If the PIN request function is activated on your Mobile Device and the PIN is entered incorrectly three times in a row, the SIM card will automatically lock. To unlock the SIM card you will need the PUK code. If you continue to block your Mobile Device by incorrectly entering the incorrect PUK code, you may destroy the SIM card and lose names and numbers stored on the SIM card. You will then be required to purchase a new SIM card which comes with a new PUK code.

4.5. We will not be responsible for any harm you suffer from a virus or other manipulating program which infiltrates your Mobile Device, whether it was transmitted via the Services or otherwise. In accordance with clause 5(a) you remain responsible for all charges for the use of any services activated by such a virus or program.

5. Charges and Billing

5.1. Call charges are set out in the Pricing Plans. We can vary these charges from time to time and will notify you in accordance with clause 20. There may be additional charges for data and other Services. We reserve the right to charge you a reasonable fee if you request information about your calls or other Services.

5.2. Payments/ purchased credit on your SIM card remain valid for six (6) months. Any amount remaining on the Sim card after the expiry period is forfeit and becomes the property of Bluesky.

5.3. It is your responsibility to familiarize yourself with the pricing plan and all charges associated with Bluesky Prepay SIM card packages.

5.4. No bill will be issued for your use of Bluesky Prepay SIM card.

(a) You can check your prepay balances at any time by calling *888# (free call). Follow the options on the menu to check balance.

5.5. Each call you make is charged at the rate which is applied when the call commenced. We will not be liable for any loss you suffer as a result of your assumption that a particular number is on a particular network or if your call is answered by an automated service.

5.6. Calls are charged per second.

5.7. You can purchase e-charge topup credits of minimum \$5.00 to your nominated SIM card. Expiry of credit is six (6) months from purchase date. Each time you purchase credit, it moves your expiry date out six (6) months. Your ability to make calls (except genuine emergency calls to 999, customer services 123) will cease when the credit on your SIM card is zero, or has expired even if you are on a call. If you are still in the 'freezezone' of bundle texting or still within your data packages, you will still be able to use your mobile device for texting and/or data even if your account balance is zero.

5.8. We reserve the right to change or remove the method by which you make Payments.

5.9. We are not responsible for any calls being cut off where your airtime credit has been used up.

5.10. Calls to 123 and genuine calls to 999 are free. Nuisance calls to 999 will result in the disconnection of all Services and deactivation of the SIM card. Calls to services such as Directory Services and Operator services are chargeable.

5.11. If you lose or damage your SIM card you will need to purchase a new SIM card. In this event your new SIM card comes with no monetary credit and you will lose any unused monetary credits in your Prepay Account. A new SIM card will have a new number.

5.12. All monetary credit on your SIM card is specific to your SIM card.

(a) You are able to transfer credit to another Prepay SIM card by accessing the Prepay Mobile Menu by calling *888#, or by using MyBluesky App. Follow the menu options. Note when prepay credit is 'transferred', the expiry date remains as the date of the original credit purchased on the receiving party simcard.

5.13. Prepay Mobile numbers may be converted to a Post Paid plans. Charges may apply.

5.14. If you need technical support or administration services we may charge you for this. We will give you an estimate of the costs so you can decide whether or not to proceed. You must tell us that you accept any charges before we will supply the technical support or administration services.

6. Bundled Services and Bonus Topups

6.1. Bundled Services are applied at the time of activation and are not renewable. Once the applied bundle has been exhausted, the standard prepaid rates and packages will apply.

6.2. Bundled services are valid for the dates specified or until the bundled amounts have been used.

6.3. Any entitlement under a Bundled Service which is unused at the end of the month will be forfeited.

6.5. Bundled Services are non-refundable.

6.6 From time to time, bonus topups will be available for prepay customers. Note expiry date for bonus credit is different to the normal credit expiry date purchased. Expiry of BONUS credit is applicable as per the expiration date set on the promotional offer on the day.

Bonus credit conditions are as follows:

a) Bonus credit cannot be used to purchase

data packs

b) Bonus credit cannot be used to for IDD calls

c) Bonus credit will be used first for local /mobile calls, all SMS and data in 'pay as you go' mode.

d) To check your prepay balances and expiry dates of standard purchased credit and bonus credit, dial *888# or by using MyBluesky App.

7. SIM card

7.1. Any SIM card we issue to you remains our property. You must return it to us in good condition when your connection ends. We may charge you a fee if you fail to return the SIM card within 30 days after disconnection.

7.2. The SIM card is active for six (6) months. After the expiry period of six (6) months, the SIM card will be deactivated and returned into the general pool for recycling. The number will then be re-issued to a new SIM card and available for resale.

7.3 Once deactivated, the SIM card cannot be reactivated. All contacts, numbers, information on the SIM card will be removed. If you would like to continue using the service you will need to purchase a new SIM card.

7.4 To keep your simcard current, you must ensure to purchase an e-charge topup prior to six (6) months of the last topup. Each purchased topup will extend the expiry date of the simcard six (6) months from date of purchase.

8. Provision of Hardware and Additional Services

8.1. If you have acquired a Mobile Device or other accessories, such as a battery pack or mains charger, from us, or from one of our dealers or Agents, all claims in relation to those products are covered by the warranty, if any, offered by the relevant manufacturer.

8.2. If you have acquired a Mobile Device from some other source, for example from overseas or secondhand, and it does not support all of the Services offered by us, we are not under any obligation to take any action so that you can access any such Services. Features, and access to content and Services, may vary between different Mobile Devices. If the device purchased from overseas is locked to that network service provider, we are unable to unlock the device. You will need to return the device to place or purchase or make contact with them to assist you in unlocking the device.

8.3. We do not make any warranty as to the accuracy, completeness or currency of any content or material which you may access or have provided to you, using our Services. Where services are provided by a third party we accept no responsibility or liability for their quality or the nature of their content.

8.4. Content or material which you may access or have provided to you, using our Services, is for your personal or non-commercial use only. You may not forward copy, reproduce, re-sell or distribute such content or material to any third party or interfere with it in any way. You acknowledge that this obligation is expressly for the benefit of our Agents.

8.5. You agree that you are responsible for ensuring that you have the right to send all

data and information that you send when using the Services. You acknowledge that we may alter any data or information that you send when using the Services in order to enable delivery of that data or information to the recipient.

9. E-Charge & Mobile Phone Numbers

9.1. E-Charge is a service provided by Bluesky which enables Resellers to apply credit to prepaid accounts by sending information directly to the prepaid platform.

9.2. If you are using E-Charge to top up your prepaid account, it is your responsibility to ensure that the correct information is given to the E-Charge Reseller to allow them to top up the correct SIM card. Any incorrect prepay numbers given will be the onus of the customer.

9.3. If you are purchasing a PIN product from an E-Charge reseller, it is your responsibility that any required contact details required by the reseller are correct.

9.4. Mobile Phone Numbers are allocated to you by us do not belong to you. In the case of our SIM card, the mobile phone number will remain active for six (6) months from the activation date and is not retrievable once deactivated.

9.5. We may be required by law or for other reasons to change your Mobile Phone Number(s). We will do our best to give you notice of any change required. We will give notice by leaving a voice message and/or by text. We will not be liable for any costs which you, or anyone else, may incur as a result of such change.

9.6. If you or we disconnect your connection(s) to the Services, we may re-allocate the Phone Number(s) to another customer.

10. Privacy

10.1. You agree that we and our Agents can collect information about you and the way in which you are using the Services. This information may be obtained from you or we will obtain it from our records. You may ask to see personal information we have about you and ask us to correct any information that is not correct.

10.2. You agree that we and our Agents can use and hold this information and share it with one another, or with any Bluesky group company and with those employees who need to use your information in the context of our business, for a range of lawful purposes connected with our business operations including:

10.2.1. providing you with the Services;

10.2.2. maintaining and improving the quality of the Services;

10.2.3. keeping you informed about our special offers, products and Services, and those of selected Agents, which may be of interest to you (unless you have told us that you do not want to receive this information).

10.2.4. updating you of any emergency situations

10.3. You agree that we and our Agents may send you marketing messages, electronic or otherwise, about our special offers, products and Services, and those of our selected Agents

and third parties which may be of interest to you. You agree too that the electronic marketing message we, our Agents and third parties send need not include an unsubscribe facility. Some of our services such as Call Me Back and selected user initiated service queries, are available to you free of charge. If you use a Free Service to request or send a message, you agree that you or the recipient of that message may receive third party advertising with the requested message, even if you or the recipient have opted out of receiving marketing messages from us.

10.4. To maintain and improve the Services, we can monitor and record calls you make to us or we make to you.

10.5. Some personal information can be shared with other Network public sector to monitor or investigate fraud or other offences.

11. Commencing & Ending this Agreement and Suspending Services

11.1. This agreement begins upon the activation of the Bluesky SIM card. By purchasing a SIM card and credit this will activate the SIM card and you are accepting, in full, the terms and conditions set out in this agreement.

11.2. You may end this Agreement simply by ceasing to use the SIM card and allowing it to expire after six (6) months or by returning the SIM card to Bluesky to deactivate. Any unused credit or bonus packs will be forfeited on expiry and/or deactivation.

11.3. Your Prepay Account will become inactive six (6) months after activation.

11.4. This Agreement will automatically end once your Prepay Account becomes inactive. Once this occurs:

- you will lose your allocated Mobile Phone Number

- Bluesky will own any credit balance in your Prepay Account;

- you will lose any names or numbers stored on your SIM card;

- you will lose Voicemail in relation to your allocated Mobile Phone Number.

11.5. In the event your SIM card has gone inactive and you wish to continue using services with us, you will be required to purchase a new SIM card with a new mobile number. You will enter a new agreement with us on the Activation of your new SIM card.

11.6. Bluesky reserves the right to suspend your use of any or all of the Services or deactivate your connection without telling you if:

- you do not keep to the terms and conditions in this Agreement;

- you make abusive, offensive, malicious or nuisance calls or communications, or use any of our Services in an offensive way;

- you are abusive or offensive to us, our dealers or Agents, or any other person;

- we suspect you of using the Services for any illegal or fraudulent activity or in any way that infringes anyone's legal rights (such as copyright);

- all of the Services are permanently or temporarily (for any reason) unavailable to you;

- you continue to use the Services in breach of our Fair Use Policy after we have contacted you to discuss your excessive usage;

- you do not keep to any other terms and conditions imposed by us in accordance with this Agreement;
- your Prepay Account becomes Inactive; or
- you tamper with or modify any SIM card or any recharge card issued by us for increasing the credit on your Prepay Account other than in accordance with instructions given to you by us.

12. Notices and Variations of Charges, Terms and Pricing Plans

12.1. We may change this Agreement at any time. Changes will be posted on our Website. Please check this regularly for updates.

12.2. We may vary the charges set out in a Pricing Plan at any time. We will give you at least 10 working days prior notice and where possible 1 month's notice of these changes. We will notify you of these changes by posting them on our Website. Please check our Website regularly for updates. For the avoidance of doubt, we will not notify you of price decreases or promotional offers which have stated end dates.

12.3. If we materially increase a Pricing Plan or materially reduce the elements of a Service you are using or change the terms and conditions of this Agreement so that it has a material detrimental effect on you we will give you at least 10 working days' prior notice and where possible, 1 months notice of these changes. We will notify you of any such changes by leaving a message on your voicemail and/ or by text.

13. Cook Island Law

This Agreement is governed by the laws of the Cook Islands and you submit to the jurisdiction of the Cook Island courts.

14. Waiver

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.

15. Disputes

If you have any dispute with us or our Services, please refer that dispute, initially, to Customer Services. If Customer Services are unable to resolve your concerns, the matter will be escalated to the Customer Service Manager.

16. Force Majeure

We will not be liable for any delay or failure of the Services or for any loss or damage from such delay or failure to the extent that it was caused, in whole or part, by an act of God, war, terrorism, civil disobedience, riots, strike, industrial stoppage or unrest, fire, volcanic eruption, earthquake, shortage of suitable labour, materials, equipment or energy or any other event beyond our control.

17. IOU

You can now borrow credit using the *888# menu or by using MyBluesky App. If your balance is less than \$1 - you can use the IOU function and borrow \$3. Please note this

amount plus 0.30c surcharge will be deducted from your standard credit balance the next time you topup (\$3.30c in total). IOU can only be re-paid with purchased credit or transferred credit - not promotion credit. Once you have paid back your IOU - you can get another one as long as your balance is less than \$1. This means you can't have more than one IOU at a time, you must pay it back (through topup or credit transfer) before you can use the IOU service again.

18. Bluesky SMS Broadcasts

Bluesky reserves the right to send marketing/promotional/notification SMS to its customers. These SMS will be sent during 6am and 6pm. You can opt out from receiving any such SMS by selecting the opt out option on our USSD menu by dialling *888# or deactivating this feature by using MyBluesky App.