

1. Definitions:

"Acceptable Use Policy" refers to the standards and policies that the Customer must follow when using the Plan, a copy of which can be viewed on our website: www.bluesky.co.ck, and is subject to change from time to time at Bluesky's discretion.

"Add On Bundle" means an additional bundle of Data, Minutes and or SMS available for the Customer to purchase and use in conjunction with their Plan.

"Application Form" means the form on the reverse side of these Terms.

"Agreement" means the Application Form and these Terms which, upon your signature of the Application Form, forms a legally binding contract between you and Bluesky.

"Bluesky", "our", "us" or "we" means Telecom Cook Islands Limited t/a Bluesky Cook Islands.

"Bluesky network" refers to the mobile cellular services network operated by Bluesky in the Cook Islands.

"Bluesky number" means a 5 digit mobile number from the number range available to Bluesky.

"Cancellation Fee" means the fee Bluesky will charge you for early termination of the Plan, which fee you acknowledge represents

a reasonably recovery of Bluesky's costs and expenses associated with arranging to provide you with the Plan for the duration of the Term.

"Customer" or "you" or "your" refers to the customer specified in the Application Form.

"Customer Account" means any account the Plan is attached to or any account the Customer has with Bluesky for any of its services, including the Plan, and can refer to a consolidated account.

"Data" means mobile internet data.

"Excess Rates" refers to the additional usage rates for Data, Minutes and SMS in effect from time to time. For our current Excess Rates, please visit our website at www.bluesky.co.ck.

"Fees and Charges" refers to all fees and charges applicable to this Agreement, including the Monthly Fee, Monthly Access Fee, Monthly Repayment, Excess Rates, Cancellation Fee and Phone Recovery Fee.

"Fixed Term" refers to the minimum contracted period during which you agree to pay for the Plan and is set out in the Application Form.

"Minutes" means call time on-network or off-network.

"Monthly Access Fee" refers to the monthly fee for the Plan selected by the Customer.

"Monthly Fee" refers to the total monthly fee payable by the Customer under this Agreement.

"Monthly Repayment" refers to the monthly installment payment for the purchase of the Phone at the Package Price and is set out in the Application Form.

"Phone Recovery Fee" refers to the balance of the Package Price owing at any given point in time and any other fee Bluesky may charge you, which fee you acknowledge represents a reasonable recovery of Bluesky's costs and expenses associated with arranging to provide the Phone to you under this Agreement.

"Phone" means the handset and accessories specified in the Application Form.

"Plan" means the Postpaid Mobile plan selected by

the Customer in the Application Form comprising of an allocated bundle of Data, Minutes and SMS.

"Package Price" means the on account retail price for the Phone and is specified in the Application Form.

"Postpaid Services" means our postpaid mobile cellular services.

"SIM" means the Subscriber Identity Module used with the Plan.

"SMS" means Short Message Service.

"Special terms" means terms, as amended from time to time, governing Postpaid Services specials or promotions.

"Terms" means these Postpaid Mobile Terms.

2. Commencement of this Agreement: When you sign the Application Form, you accept these Terms. Your Agreement with Bluesky commences on your acceptance of the Terms.

3. Variations: These Terms may be changed by Bluesky from time to time and without notice to you. For the most up to date version of these Terms, please visit our website at www.bluesky.co.ck.

4. Availability: The Plan is available to credit approved customers only. As part of the approval process, Bluesky may require that you provide a bond, or, it may rely on a bond from your existing Customer Account as security for payment under this Agreement. Subject to any Special terms that may apply from time to time, the Plan cannot be used in conjunction with any other plan or promotion for the same mobile connection to the Bluesky network. If you are continuing an existing Postpaid Mobile Plan, this Agreement supersedes any prior agreement you may have with Bluesky for the Plan.

5. Fixed Term: The Fixed Term starts on the 1st of the Month following the date on the Application Form.

6. Minimum Fixed Term and Extension: You agree to purchase the Plan for the Fixed Term. If the Plan is terminated by you before the end of the Fixed Term, you agree to pay the Phone Recovery Fee and a Cancellation Fee. The Fixed Term will automatically extend for a further period equivalent to the length of its original term unless you contact Bluesky before the Fixed Term ends to ask for the extension to be cancelled.

7. Our commitment to you:

(a) In consideration for the payment of the Monthly Fee when due, you will receive the allocated bundle of Data, Minutes and SMS applicable to the Plan.

(b) We will use our best efforts to ensure service reliability with your Plan. However, network coverage and many other factors may affect the availability and performance of the Plan. Also, all our mobile network services are subject to device capabilities, network limitations and availability. Therefore, we cannot guarantee that the Plan will provide you with continuous connectivity or be fault free.

8. Your commitment to us:

(a) To pay us all Fees and Charges for the Plan when due;

(b) Not tamper with the SIM including to remove, add or change the mobile telephone number encoded on the SIM;

(c) To follow our Acceptable Use Policy at all times when using the Plan;

- (d) Not to damage, interfere with or modify the Bluesky network or any other connected network;
- (e) Not to resell, assign or transfer the Plan to any third party;
- (f) Not to use the Plan for any abusive, illegal or fraudulent purposes or in a manner which may cause damage to the Bluesky network, business or reputation;
- (g) To be responsible for monitoring your usage on the Plan and acknowledge that Bluesky is not responsible for alerting you to any excess usage you may incur.

9. Data: You use Data from when you connect to the internet to when you disconnect. We keep a record of the amount of data you use every month. Unless otherwise stated, Data usage is billed per megabyte blocks. Unless your Plan is a capped plan, if your usage is in excess of the Data allocated to your Plan, Excess Rates will apply to every megabyte of Data used in excess of the allocation. You are solely responsible for your Data usage, including monitoring your Data usage. It is your responsibility to have sufficient protection and security measures in place as part of monitoring your Data usage. When using Data, some internet services, including web sites and email, may not be accessible. Bluesky does not make any warranty regarding:

- (a) accessibility to any content on the World Wide Web; and
- (b) any software or data provided or available to you in connection with Data usage, including with respect to how that software or data operates on your Phone or interacts with applications on it.

10. SMS: SMS are limited to 160 characters each. SMS are billed per SMS successfully transmitted.

11. Minutes: You may make local and national calls using our Postpaid Services, including calls to landlines, numbers on other networks and other Bluesky numbers. You can also make calls overseas if your Plan is activated for international calling. Different Charges will apply depending on where you call (local, national or overseas) and what network the caller uses. Call usage is billed in blocks of sixty (60) seconds for the first minute and ten (10) seconds thereafter. Usage is rounded up to the end of the current block.

12. Excess Rates: Unless your Plan is a capped plan, Excess Rates will apply to any Data, Minutes or SMS used in excess of the allocated bundle applicable to the Plan.

13. Add On Bundles: Add On Bundles can be purchased at their applicable rate and are added to the Customer's Monthly Fee for the applicable month in which it was purchased. For our current Add On Bundles rates, visit our website at www.bluesky.co.ck.

14. Roaming: You may request we activate roaming services for you so that you stay connected while overseas. If roaming services are activated for your Plan, you will be charged for Data, Minutes and SMS used at the applicable rates. For our current roaming rates, visit our website at www.bluesky.co.ck.

15. Voicemail: Voicemail is part of the Postpaid Services provided by Bluesky. You are responsible

for setting your own PIN access for this service and for keeping it confidential. You are responsible for all access to voicemail. We bear no responsibility for lost or un-accessed voicemail.

16. No rollover: Unless otherwise stated for your Plan, unused credit does not roll over for use in following months, is forfeited and is not refundable.

17. Change of plan: You may change from the Plan to another Bluesky plan of higher value by contacting Bluesky and agreeing to the terms and conditions applicable to the replacement plan. Any credit or other benefits from your existing Plan will be forfeited unless otherwise advised. Once you change to a plan of higher value, you will be charged the Monthly Access Fee for the new plan but your Monthly Repayment for the Phone will remain the same. The move to a new plan will come into effect on the first of the next billing cycle (commencing on 1st of each month) and going forward any reference in this Agreement to Monthly Fee will be to the applicable Monthly Access Fee for the new plan plus your Monthly Repayment for the Phone. You cannot later change to a plan of a lower value at any time during the Fixed Term. If you make a plan change, any reference to "Plan" in this Agreement will be a reference to the new plan.

18. Fees and Charges: You will pay the Monthly Fee set out in the Application Form and any other Fees and Charges applied under this Agreement. All Fees and Charges are subject to change, including the Monthly Fee and Excess Rates. A table of the Fees and Charges and any changes are available on Bluesky's website: www.bluesky.co.ck. Fees and Charges are payable through online banking or at any Bluesky teleshop.

19. Billing: Bluesky's billing period is from the 1st to the last day of the month. The Monthly Fee is billed in advance and is incurred irrespective of usage. Your first bill will include Fees and Charges from the date of activation of the Plan. Billing may be included and charged together with other Bluesky services supplied to you. Paperless billing is the default billing delivery method for Bluesky customers.

20. Late Payment: If you do not pay your bill for Fees and Charges when due or if the Customer Account is in arrears, we may suspend the Plan and/or any other services on your Customer Account without notice to you until payment is received.

21. Ownership of Phone: Bluesky agrees to let you purchase the Phone over the Fixed Term on the hire purchase conditions set out in the Application Form. The Phone is Bluesky property and is on loan to you as part of the Plan until you have paid for the Phone in full. You may purchase the Phone at any time during the Fixed Term by paying Bluesky the Phone Recovery Fee. Once you purchase the Phone, it belongs to you and clause 22 will not apply.

22. Damage or loss of Phone: If the Phone is damaged or lost or stolen, you must promptly notify us. You must pay the Phone Recovery Fee irrespective of whether the damage or loss is your fault or not. If you do not wish to continue the Plan, you must also pay the Cancellation Fee, whereupon the Plan will terminate.

23. SIM: Bluesky has provided you with a SIM as part

of the Plan. The SIM is Bluesky property and is encoded with a mobile telephone number allocated by Bluesky, which you may have already been using before starting this Plan. You will return the SIM card in good care if we ask you to.

24. Publication of Mobile Number: As a standard feature Bluesky sends the mobile telephone number allocated to the SIM every time you make a call. The number may be displayed on the mobile of the party called if that person uses caller ID. The number may also be sent to public safety officials if you dial 995 or other emergency services numbers.

25. Security: You are to keep your mobile device and SIM card secure at all times. We recommend that you use a PIN to restrict access to your Phone. You are responsible for paying all Fees and Charges even if incurred due to unauthorised access to your Phone. If you are using a PIN on your Phone and the PIN is entered incorrectly 3 times in a row, your access to the SIM card may be blocked. To unblock the SIM card you will need the PUK code, which you can get by contacting Customer Services on 123. If your Phone or SIM card is lost or stolen, you must inform us immediately, which you can do by contacting 123. This is important as you will be responsible for paying all Fees and Charges incurred even if not authorised by you.

26. Harm transmitted: Bluesky is not responsible for any harm or loss you may suffer as a result of any virus or other manipulating programme transmitted using our Postpaid Services or any spamming, abusive or other inappropriate communication to you by any person.

27. Termination by Bluesky: We reserve the right to terminate this Agreement for breach, with or without notice to you. If the Agreement is terminated, you agree to pay the Phone Recovery Fee and the Cancellation Fee.

28. Bluesky remedies: Bluesky may repossess the Phone, suspend or terminate any services it provides to you, including the Plan, for nonpayment of Fees and Charges due under this Agreement or on the Customer Account. Should Bluesky take recovery action against you for unpaid fees, including the Fees and Charges, you agree to pay Bluesky's reasonable recovery costs including repossession fees, solicitor and court fees.

29. Storage, use and release of information: Information we may have about you, including call log, Data usage and SMS usage information, is kept strictly confidential. However, we will, if required by law, release any information about you or related to your use of our Postpaid Services, e.g. to the Police. We may also use information we have about you for internal purposes, such as to review and improve our services or to develop marketing strategies.

30. Disclosure for credit checks and reporting: We may pass on your information to credit reporting organisations, financial institutions or other organisations with customer credit related data (together referred to as "organisations") so that they can run credit checks on our behalf at any time. We may also let those organisations know if you have not paid our Fees and Charges. At any time, those organisations may pass on to us information about

you that they hold. We will use that information to make decisions about providing or continuing to provide you with services. Those organisations may keep any information about you that we have passed on to them and use it for the purposes of their business, which may include supplying it to other entities that use their services. By accepting services from us, you agree to the disclosure and use of your information for these purposes.

31. Bluesky SMS: Bluesky reserves the right to send marketing/promotional/notification SMS to its customers. You can unsubscribe from receiving any such SMS by selecting the unsubscribe to SMS broadcast option on our USSD menu or in the 'other options' tab of the MyBluesky app.

32. Customer complaints: If you have a concern or complaint regarding our Postpaid Services or any other services we may offer you may contact us on 123.

33. Governing law: These Terms are governed by the laws of the Cook Islands.

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