



# Application Form

This Agreement between Customer and Digicel (Fiji) limited ("Sky Pacific").

## 1. Customer Information

Family Name \_\_\_\_\_

First Name \_\_\_\_\_

Date of Birth \_\_\_\_\_

Occupation \_\_\_\_\_

Employer's Name \_\_\_\_\_

Driver's License No / FNPF No / Business License No \_\_\_\_\_

## 2. Contact Information

Postal Address \_\_\_\_\_

Email Billing Address \_\_\_\_\_

Phone Contacts \_\_\_\_\_

## 3. Do you want to rent or purchase your SKY Pacific Kit?

Rent  Purchase

## 4. What will be the main viewing purpose for your SKY Pacific

- Residential - private home or residence
- Community - village or community hall
- Business - non profit purposes only e.g. meeting or reception area
- Commercial - bars, clubs, apartments or hotels

## 5. Do you want SKY technicians to install your SKY Pacific?

Yes  No

## 6. Where will your SKY Pacific equipment be located?

House, Apartment No or Name \_\_\_\_\_

Street Name \_\_\_\_\_

Town/City \_\_\_\_\_

Region \_\_\_\_\_

## 7. Do you own or rent the installation location?

Own  Rent -Please attach landlord's consent letter

## 8. Collection Authorisation

Enter the details of the person or party that you authorise to collect your SKY equipment.

We will not be liable for any loss or damage that may result from installations made by non SKY technicians.

First Name \_\_\_\_\_

Other Names \_\_\_\_\_

Company \_\_\_\_\_

Phone Contacts \_\_\_\_\_

## 9. Initial Payment Details (choose method of payment)

Cash  Cheque  Credit Card

AGENT \_\_\_\_\_

Amount \_\_\_\_\_

Receipt Number \_\_\_\_\_

CREDIT CARD \_\_\_\_\_

Name of Card Holder \_\_\_\_\_

Card Number \_\_\_\_\_

Security No \_\_\_\_\_

Expiry Date \_\_\_\_ / \_\_\_\_ / \_\_\_\_

If you choose Direct Debit, a Direct Debit Authority Form will have to be signed by you.

If you choose Credit Card, an AP Form will have to be signed by you.

**BSP Bank:** Account Name: Digicel Fiji Limited-TV  
Account Number: 80040131

**ANZ Bank:** Account Name: Digicel Fiji Limited-TV  
Account Number: 12459132

I hereby authorize Sky Pacific to perform all necessary credit/reference checks towards approval of account, subject to which this application for account will be approved. I sign acknowledging all terms and conditions attached are agreed by me.

\_\_\_\_\_  
SIGNATURE

Date \_\_\_\_ / \_\_\_\_ / \_\_\_\_

## OFFICIAL USE ONLY

Received by: \_\_\_\_\_

Date: \_\_\_\_\_

Account No: \_\_\_\_\_

Location No: \_\_\_\_\_

Work Order No.: \_\_\_\_\_

Payment Received By: \_\_\_\_\_

Receipt No: \_\_\_\_\_

Vetted By: \_\_\_\_\_

## TERMS AND CONDITIONS

### Welcome to Sky Pacific!

These Terms and Conditions are published on the Sky Pacific website at [www.digicelfiji.com](http://www.digicelfiji.com) and apply to you when you subscribe to our Services. We may unilaterally change a part or all of these Terms and Conditions or the Tariffs, Tariff Rules and Tariff Lists from time to time subject to notifying you. If you continue using a Service after our notice, you are deemed to have accepted the change notified. You agree to regularly visit the Sky Pacific website from time to time and read these Terms and Conditions to familiarise yourself with any changes. If Our CEO issues a certificate attaching a version of these Terms and Conditions and stating the period when that version was in effect, the certificate is prima facie evidence of the matter certified.

### 1. Interpretation

"Account" means our record of your credit and charges and, where applicable, personal details. "Agreement" means as defined. "Bar" means a block placed by us on some or all the Services you use. "Barred" has a corresponding meaning. "Channel" means channel (associated with a unique channel number) through which programmes and other content can be viewed that forms part of a Package. "Customer Care Centre" means our customer care center, which contact details are listed on our Website. "Equipment" means all equipment, including any satellite dish, set top box, cables, and connections to the Service, and all other accessories that we approve for use in relation to the Service. "Country" means the particular Country in which the Company you have signed this form with is located. "Package" means a type of subscription TV package made up of Channels that forms part of our Service 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 subscription 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.digicelfiji.com](http://www.digicelfiji.com). "Sky Pacific", "we" or "us" means Digicel (Fiji) Limited (operating in Fiji). "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 accept your application for the provision of the Service and activate your connection to the Service. We may decline your application and refuse to activate your connection to the Service at our sole discretion. 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. 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 send to us must be sent to our postal address, with a copy of the notice delivered by email to [skypacific@digicelgroup.com](mailto:skypacific@digicelgroup.com). Your interests in this Agreement are personal to you. You shall not assign or otherwise transfer this Agreement in whole or in part. This Agreement is governed by and must be construed in accordance with the Laws of the Country and we and you agree to submit to the exclusive jurisdiction of the Courts of the Country. The term of this agreement is 36 months from the date of sign up.

### 3. Your Responsibilities and Obligations

**Your obligations:** You must: Ensure that your television is suitable for connection to the Service and you adhere to all the Service guidelines as released by us. You must 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 relevant 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 confirm in writing, if your equipment or our 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.

**Piracy:** We may terminate the Services and you indemnify us against any cost, expense (including legal expense we actually incur to enforce this Agreement), damage, injury, loss (including loss of revenue), liability, claim, action, or proceeding if you: Copy any of the programmes, data or content included on a Channel to re-transmit them later, or for any reason; Cut, edit, dub, voice-over, sub-title, reformat or otherwise change or make additions to any programmes, data or content included on the Channel; Incorporate part of the programmes, data or content therein as part of any Mobile TV, high definition, Interactive TV, PPV, VOD or NVD services or otherwise exhibit or cause the exhibition of any of the Channels or any stills, extracts or data from any Channel or the programmes therein via the internet or any other local or area-wide computer network; Reformat or convert the Channels or any part of the programmes, data or content therein in any manner whatsoever, including without limitation reformatting so that it appears on less than the full screen of a Television, or converting to any high definition format; Add or super-impose any data, crawler, button or other item into the Channels except as may be agreed in advance and in writing by us; Superimpose or otherwise add any third party advertising, promotions, programmes, data, content, copyright, trademarks, trade names, logos, names and/or likenesses on any Channel, Sky Pacific Marks or Sky Pacific promotional materials; Use any copyright, trademarks, trade names, logos, names and/or likenesses, or any part of them, included in programmes on any Channel, or which Sky Pacific uses for marketing purposes; or Knowingly authorize or cause or knowingly permit any portion of the Channels to be recorded, duplicated, cablecast, exhibited or otherwise used (except on videocassette recorder or other home or personal recording device for lawful, private, non commercial use) for any purpose.

### 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 to install the Equipment, you must provide safe access to your premises. You must provide electricity and power points for the Equipment at your own expense.
- We do not represent or warrant that the Service or our related products and services shall be available in all parts of the Country. 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. Certain programs transmitted by us, including but not limited to some pay per view programs, may be blacked out in your area of reception due to broadcasting license requirements. If you circumvent or attempt to circumvent any of these blackouts, you may be subject to legal action.
- 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. We reserve the right to migrate to newer technologies and will notify you of such change, and attend to replacing any Equipment and accessories provided to you with new Equipment and accessories as the need arises.
- 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 services as a whole, or for any other reason that we consider is necessary or desirable.
- If a parental control function is available, 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 Sky Pacific is not responsible for the content of the Service and does not endorse that content in any way; and Sky Pacific is not under any obligation to monitor, control or censor the content of the Service.

### 5. Service Charges

Our Services are subscription based. You may subscribe to our Services on a "Pay As You Go" basis (including via USSD) or a "Bill Pay" basis. Subscription on a Bill Pay basis is subject to our approval. We may require you to pay a deposit or another form of security, and may change our requirement from time to time. If Bill Pay subscription is approved, we will bill you monthly in advance. Payment is due within 5 working days unless our bill specifies otherwise.

**Price list:** Sky Pacific normally offers a range of price lists with different tariffs and methods of charging. You are advised to read the relevant Sky 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. Sky Pacific reserves the right to cease offering, modify and/or replace its price lists and rules from time to time for any reason, including due to currency devaluation.

**Multi-room service:** If you receive the Services at different location(s) (including within a single dwelling) using additional Equipment & Accessories per location, we may deem each location as a separate account under you unless you have a multi-service account with us. You must not directly or indirectly use, or allow to be used, a single account for multiple set top boxes ("STB") at different locations without our prior approval. If we later determine that you did, we may terminate your Services and in addition to all other applicable fees, you must pay us the difference between the amounts actually received by us and the full retail price for the Services for each STB on the account, whether owned by you or not. The payment of that amount and/or the termination of the Services shall not prejudice our ability to exercise any other rights and remedies we may have under this Agreement, at law, in equity, or otherwise.

### 6. Payment

You subscribe to the Service by agreeing to the terms of this Agreement and by paying an initial connection fee (if applicable in the relevant Country) as per our Price List. To continue using the Service, you must pay the charges applicable to your Package as set out on the Price List. You agree to pay for the Service we provide to you, and related services, no matter who uses them. Service charges, CT, VAT or other tax (which will be added on charges where applicable), regulatory fees, surcharges and other charges or taxes incurred in relation to the Service will be added to your account 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 dishonored. We reserve the right to reject and/or disallow cheque payments from you once dishonored 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. 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. You agree to pay any costs that we incur in collecting outstanding monies from you after the due date for payment.

### 7. Equipment and Connection to the Service

To receive the Services, you must use the equipment that we supply ("Our Equipment") or you purchase and we approve ("Your Equipment").

**If you purchase Your Equipment:** Your Equipment is your responsibility. You must take every precaution to keep it safe. You may only connect to the Services using Equipment, as well as related accessories, that we have approved. We are not responsible 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.

**If you lease/rent Our Equipment:** You expressly agree that the title to any of Our Equipment shall remain vested in Sky Pacific. All title of Our Leased Equipment and accessories remains with Sky Pacific, you shall take all appropriate steps to notify third parties of Sky Pacific's title to Our Equipment. You shall have no right to pledge, sell, mortgage, give away or remove, relocate, alter or tamper with the items (or any notice of our ownership thereon) at any time. We reserve the right to take back Our Equipment from you if you fail to either pay for two consecutive months or if in a 12 months period you have not subscribed for at least 2 months of Service. You are expected to subscribe to at least 10 months of Service during a 12 months period.

**Satellite Dish:** If you already have a Satellite Dish set up in your premises, you may request us to re-Purpose the Satellite Dish provided you confirm and warrant that the title and ownership of the Satellite Dish vests in you or that the owner of the Satellite Dish consents to the Satellite Dish being re-configured. You will fully defend, indemnify and hold Sky Pacific and its employees, agents and contractors harmless from any and all claims, demands, lawsuits, causes of action, and/or damage brought by anyone claiming to own or have legal title to the Satellite Dish.

**Set Top Box ("STB"):** If you buy the STB from us at a subsidized price, we retain a lien in the STB. The lien gives us a right to buy-back the STB at the original price less a reasonable deduction for depreciation or obsolescence. You must not sell the STB to anyone else or give it away.

**Smart Card and Software:** Each STB contains a Smart Card (usually not removable). The Smart Card remains our property at all times even when you buy the STB from us. You must not tamper with or modify the Smart Card. Each Smart Card contains software that belongs to us. We may remotely download software updates from time to time, without prior notice.

### 8. Manufacturer's Warranty

Equipment supplied by us come with a limited 3 month warranty from the manufacturer against production defects only ("Manufacturer's Warranty"). To the fullest extent permitted by law, all other warranties are excluded. If a fault cannot be repaired during the warranty period, our liability is limited to replacing the Equipment without charge to you. Any repair done outside the warranty period shall be at your cost. If no fault is found, you must pay our reasonable cost of examination. Exclusions: The Manufacturer's Warranty will contain exclusions and all such exclusions are excluded from our warranty to you. Equipment Care: You must take reasonable care of the Equipment. We recommend you connect the STB to an uninterrupted power surge protected power supply, store the STB in a well-ventilated area away from heat or cold, and apply rust-guard to the Satellite Dish.

### 9. 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 agencies 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.

### 10. Suspension & Termination

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 that you are a 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, it is or is intended to be dissolved; your usage of the Service is unusual or excessive; Our Equipment (if any) 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 Our Equipment (if any) 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 Our 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 become immediately due and payable; you will return Our Equipment (if any) and any accessories that we provided back to us immediately; you shall not be entitled to any refund for any amounts paid in advance to us under the Agreement.

### 11. Exclusion of Liability

To the maximum extent permitted by law Sky 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 Sky 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 Sky Pacific in connection with the subject matter of this Agreement and to the extent that Sky Pacific may exclude any warranties or conditions which might otherwise be implied by any legislation then Sky 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 Sky Pacific or Sky 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.

### 12. 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. You will fully defend, indemnify and hold us harmless from any and all claims, demands, lawsuits, causes of action, loss, liability, injury and/or damage of any kind whatsoever including without limitation all claims for property damage, monetary loss, personal injury, equitable relief, and/or wrongful death, whether brought by an individual or other entity or imposed by a court of law or by administrative action of any governmental body or agency that arises out of any acts negligence omission or willful misconduct in any way. This indemnification applies to and includes, without limitation the payment of all penalties, judgments, fines, awards, lawyers' fees degrees and related costs or expenses and any reimbursements to Sky Pacific for all legal fees, expenses and costs that are incurred by it.

### 13. Miscellaneous-

**13.1 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 Our Equipment and any other of our property and the payment of any outstanding debt or sums due to us.

**13.2 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.

**13.3 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.

**13.4 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.