

CONNECT VALUE ADDED SERVICES AGREEMENT

New Customer – Please write all details clearly & correctly

Existing Customer – Please select;

Transfer of Account

Additional Account

Account Number

RESIDENTIAL CUSTOMER DETAILS

Customer Full Name (as in your Birth Certificate)			
Occupation			Date of Birth
Name of Employer			
Address of Employer			
Phone Contact - Hm	Work		Mobile
If Applicable;			
Spouse Name			Phone Contact
Name & Address of Employer			
Please provide proof of Billing and Street Address			
Email Address			
Billing Address			
Street Address			
Non-Fiji Citizens <u>must</u> produce passport during signup			
Country of Origin		Passport No	
Please provide ID during signup. Parent or guardian's signature is required if customer is below 18 years of age.			
Drivers License No		FNPF Card No	
Birth Certificate No		Passport No	
Government ID No		Other	

BUSINESS CUSTOMER DETAILS

Company Name (as it is Registered)			
TIN/Other			Company Reg. No
Registered Company Address			
Incorporated or Non-Incorporated	Company	Firm	Trust
	Statutory Body	NGO	Other
Phone Contact's			Fax No
Contact Person	Email Address		
Name of Directors	Particulars of Directors		
Please provide proof of Billing and Street Address			
Email Address			
Billing Address			
Street Address where service is required			
Please provide the following essential documents during signup.			
Business Registration	Certificate of Incorporation		
Company Stamp or Seal			

EXISTING CONNECT ACCOUNT DETAILS

Please provide the following details:

Existing Connect Username				
Existing Service Type (✓)	<input type="checkbox"/> Broadband	<input type="checkbox"/> Nomad/EasyNet	<input type="checkbox"/> Dial-Up	<input type="checkbox"/> Email-Only

To sign up for any Value Added Services, your existing Account bills should be up to date.

CONNECT EMAIL ADDRESS

Connect Email Address Options

1 Connect Email Address	\$2.84 (VIP) per month	Username		Password	
2 Connect Email Addresses	\$5.69 (VIP) per month	Username		Password	
3 Connect Email Addresses	\$8.52 (VIP) per month	Username		Password	
4 Connect Email Addresses	\$11.36 (VIP) per month	Username		Password	
5 Connect Email Addresses	\$14.20 (VIP) per month	Username		Password	

All Connect Email Addresses (username@connect.com.fj) or Passwords must begin with an Alphabet, must be 4-16 characters in length and in lower case letters.

PANDA ANTI-VIRUS

Panda Anti-Virus Options

Panda Anti-Virus – Option 1	\$7.74 (VIP) per month	Number of license required	
Panda Anti-Virus – Option 2	\$87.19 (VIP) one off payment (upfront)	Number of license required	

The above pricing is for one license only and will protect only one computer. If you require more licenses please indicate above.

Panda Anti-Virus Requirements

Your Computer Name	<i>This is found in Control Panel, Systems, Computer Name.</i>
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STATIC IP ADDRESS

Static IP Address Options

1 Static IP Address	\$14.53 (VIP) per month	Username		Static IP	
2 Static IP Addresses	\$29.06 (VIP) per month	Username		Static IP	
3 Static IP Addresses	\$43.59 (VIP) per month	Username		Static IP	
4 Static IP Addresses	\$58.12 (VIP) per month	Username		Static IP	

Only applicable with Broadband accounts.

USER AGREEMENT

I/We hereby:

- (a) Certify that the particulars hereinabove provided are true and correct.
- (b) Agree to pay on demand all charges made by Connect in connection with the above service.
- (c) Declare that I/We have read, understood and agreed to comply with and be bound by the provision of Connect Value Added Services Terms and Conditions.

Name

Signature

Date

Account Details

Email Address Created	Panda Installed	Web Watch Installed	IP Address Issued
U6 Billing	Payment made		



CONNECT VALUE ADDED SERVICES TERMS & CONDITIONS

1. GENERAL CONDITIONS

- 1.1. Credit checks and vetting will be conducted prior to processing of application. If we find that you have outstanding debt with any Telecom Fiji Limited Group of Companies, you will be required to clear your debt before we proceed.
- 1.2. TFL/CONNECT makes no warranties of any kind, as to the fitness of this service for any particular purpose. We take no responsibility for any loss or damage resulting from or arising out of the use of the service, service interruptions, slow delivery or no delivery of information.
- 1.3. This service provided by TFL/CONNECT may only be used for lawful purposes. Transmission of any material in violation of the laws of The Republic of Fiji Islands is prohibited. This includes, but is not limited to, copyright or trade secret protected material, threatening or obscene material.
- 1.4. Use of any information via this service is at your own risk. We take no responsibility for the accuracy or quality of information transmitted or received.
- 1.5. If you have used shareware, trial-ware or any software provided by TFL/CONNECT, then you will be subject to conditions stated by the developer of that product, such as usage, registration, payment etc. TFL/CONNECT reserves the right to cancel this service with a written notice.
- 1.6. This service is provided on the basis that it is for your use only and will not be offered or resold to external organizations or individuals. You agree that this service cannot be resold for commercial purposes. Breach of the above term will result in immediate termination of this agreement and service without any notice and you will be still liable for any unpaid charges.
- 1.7. Any other products and/or services provided in addition to those listed in this document may incur additional charges.
- 1.8. We reserve the right to immediately suspend or cancel the service when we find that the account/service has been inappropriately used.
- 1.9. We reserve the right to withdraw the service if deemed that quality degradation in service delivery has occurred due to circumstances beyond our control.

2. YOUR RESPONSIBILITY

- 2.1. It is your responsibility for all access to and use of the Service through your account. Redistribution of the service to other persons is not permitted. You may permit another person to use your account from time to time but you assume all responsibility and liability for the activities that person conducts on-line and for any material that person is exposed to.
- 2.2. Your use of the Service is your responsibility and entirely at your own risk. We do not check the content of information available from the Service. We are not liable for loss or damage that you or anyone else suffers as a result of using this information including, but not limited to, any damage, or loss of data caused by a virus or similar program.
- 2.3. Some material on the Internet may be offensive, inappropriate or unsuitable. You acknowledge this and that we do not accept any responsibility for contents offered by other individuals or companies on the Internet or for any other information passing through the Service.
- 2.4. You agree that no minor or any other person will access the Service using your account unless they have your permission and are under your personal supervision.
- 2.5. You must inform us at least two weeks in advance if your billing address changes or if you move to a new location. This allows for relocation of the service, although we cannot guarantee service at your new location. You will be advised accordingly.
- 2.6. It is your responsibility to maintain and manage data traversed through the connection at all times (including SPAM/Junk Mail or Virus Attacks). You are required to have updated antivirus software at all times for your data security. In case where traffic causes excessive resource utilization on the network that results in degraded performance for other TFL/CONNECT customers, we reserve the right to immediately downgrade or suspend your service without notice.
- 2.7. You recognize and acknowledge that it is illegal for any internet service provider, operator or any individual to use your internet access circuit for reselling voice services. Any reselling of voice services over Internet Protocol (IP) is deemed illegal, which may result in us terminating your services and initiating legal proceedings.

3. TERMINATION OF AGREEMENT

- 3.1. We reserve the right to terminate this Agreement at any time if there is a breach of terms and conditions.
- 3.2. We reserve the right to amend the terms and conditions set herein within a thirty day notice (30 days). Amended terms and conditions shall be addendum to any valid agreements in force at that time. You shall be liable for any charges up to the date of termination of service by either party.
- 3.3. We reserve the right to terminate all or partial internet service if a dispute exists between you and the Infrastructure providers (TFL) or if there is a breach of any TFL or CONNECT terms and conditions.

4. CHARGES, DISPUTES, CREDIT STATUS AND BILLING PROCEDURES

- 4.1. Access to, and the use of the Service is charged in accordance with our published rates unless otherwise specified and agreed to between TFL/CONNECT and You. An agreement shall be in writing with a valid quotation reference number.
- 4.2. We reserve the right to perform a credit check on our customers to determine your credit status. We also reserve the right to seek advance monthly payments if CONNECT deems there is a "NON STATUS" or low credit rating.

- 4.3. Your monthly bill will include a charge for the Monthly Access Fee (monthly rental), (payable in advance if deemed necessary by TFL/CONNECT or when your credit ratings degrade due to non-payment of previous bills or any outstanding debt with TFL/CONNECT) as well as any other charges you have incurred.
- 4.4. We (TFL/CONNECT) will continue billing the monthly rental unless a written notice is provided to us (TFL/CONNECT) requesting the termination of service or if contract period is reached.
- 4.5. Rebates will not be given for billing disputes relating to pc/virus issues, non-usage of service or factors out of our control including but not limited to, lighting, flood, tsunami, cyclones or other severe weather conditions, fire or explosion, civil disorder, war or military operations, natural or local emergency, government actions or industrial disputes or any kind (including those involving Our employees).
- 4.6. Your service will be suspended if your bills are not paid by due date. If your service is suspended due to non-payment, you will be charged a fee of \$10.90 (VIP) to have it reinstated. Further to this your details may be submitted to Debt Collection Agencies and Credit Bureaus (Data Bureau) which may affect your future credit rating.
- 4.7. A new application form may be required to be filled in before a change of service is granted. Service changes will NOT be updated unless all required forms are signed and delivered to Connect, either via FAX, Mail or Post.

5. EXCLUSION OF LIABILITY

- 5.1. You agree that the use of the Service including any content you may obtain through or on the Service is at your own risk.
- 5.2. You agree that the Service is provided without warranties of any kind

6. INDEMNITIES

- 6.1. You agree to indemnify us from all liabilities, damages, claims, actions, proceedings and expenses, including all legal fees and expenses, arising out of the use of the Service or your breach of any term of this Agreement in any way.

7. AGREEMENT VALIDITY

- 7.1. This agreement is between "You" (The Customer) and "Us" (Telecom Fiji Limited/Connect Internet Services).
- 7.2. The service (Value Added Services) is provided to you subject to Terms and Conditions of this agreement.
- 7.3. This agreement is valid from when you sign this "Connect Value Added Services Agreement" until the service is terminated by you or the contract period is reached.

8. CONFIDENTIALITY

- 8.1. This application form is to be treated as confidential and should not be changed or distributed to any third party.

9. GOVERNING LAWS AND JURISDICTION

- 9.1. The rights and obligations of signatories of this document shall be governed by, and this agreement shall be construed and enforced in accordance with, the local, domestic laws of The Republic of Fiji and in Courts of Republic of Fiji Islands.

10. CONNECT EMAIL ADDRESS

- 10.1. Connect Email address is provided on monthly contract period.
- 10.2. You can terminate Connect Email address at any time.
- 10.3. You shall be liable for any charges up to the date of termination.
- 10.4. We will suspend your Connect email access if we determine your email has been infected and is sending spam. We will activate your Connect email access once your computer has been disinfected.
- 10.5. We will delete Connect emails exceeding 2MB or if your unread messages exceed 5MB, which is left on Webmail/our servers for longer than 10 days. If we delete any email under this agreement, we are not required to notify you or the sender. We recommend you download your Connect emails regularly to avoid possible loss of data.

11. PANDA ANTI-VIRUS

- 11.1. Panda Anti-Virus is provided on monthly contract period
- 11.2. You can terminate Panda Anti-Virus at any time.
- 11.3. You shall be liable for any charges up to the date of termination.
- 11.4. One license will protect one computer only.

12. TFL PLAY – EROS NOW

- 12.1. TFL PLAY – Eros Now is available to TFL/Connect customers only.
- 12.2. Web Watch works with Broadband service only.
- 12.3. TFL PLAY – Eros Now is provided on monthly contract period.
- 12.4. You can terminate TFL PLAY – Eros Now at any time.
- 12.5. You shall be liable for any charges up to the date of termination.

13. STATIC IP ADDRESS

- 13.1. Static IP address is provided on monthly contract period.
- 13.2. You can terminate Static IP Address at any time.
- 13.3. You shall be liable for any charges up to the date of termination.
- 13.4. Only one static IP address can be assigned to a username.

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