

CONNECT VIRTUAL MAIL AGREEMENT

| | | | | |
|---|---------------------|--------------------|----------------|--|
| New Customer – Please write all details clearly & correctly | | | | |
| Existing Customer – Please select; | Transfer of Account | Additional Account | Account Number | |

COMPANY 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 Contacts | | | | Fax No | | | |
| 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 | |

DOMAIN NAME DETAILS

| <i>Please tick one</i> | <i>Price (VIP)</i> | <i>Domain Expiration</i> |
|---|----------------------------|--------------------------|
| <input type="checkbox"/> New Domain | \$121.10 (upfront charges) | 1 Year |
| <input type="checkbox"/> Domain Renewal | \$72.66 (upfront charges) | 1 Year |
| Domain Name: | www. | |

VIRTUAL MAIL PLANS

| Mail Drop Service (or) | | |
|--------------------------|---------------|---|
| Mail Drop Set Up Fee | \$54.50 (VIP) | Email accounts are created on customers Email server and emails are downloaded onto an Email server at customer's premises from one Connect Mail box. |
| Mail Drop Monthly Rental | \$63.58 (VIP) | |

Mail Drop Service Emails are installed and managed entirely by Customer and their IT Company.

| Pop Service | | |
|--|----------------|--|
| Pop Service Set Up Fee | \$54.50 (VIP) | Connect creates Email accounts on a company's domain name and Email address can be configured on any Email client. |
| Pop Service Monthly Rental : 1 – 10 Emails | \$24.17 (VIP) | |
| Pop Service Monthly Rental : 11 – 25 Emails | \$63.58 (VIP) | |
| Pop Service Monthly Rental : 26 – 50 Emails | \$101.73 (VIP) | |
| Pop Service Installation Fee \$54.50 (VIP) per Hour | | |
| Pop Service Monthly Rental : 51 – 75 Emails | \$152.59 (VIP) | Yes, we require Connect technicians to configure our VMail accounts |
| Pop Service Monthly Rental : 76 – 100 Emails | \$203.46 (VIP) | No, we will install on our own or have IT support |



POP SERVICE EMAIL ADDRESSES

Please fill in the following details for Pop Service.

Note

- The Domain name in the example below corresponds to your registered domain name.
- Password corresponds to the password you would prefer as your email account password.
- VMail Mailbox is specified by Connect and cannot be changed by customer.

| No | Email Address | Password | VMail Mailbox Name |
|----|--|----------|--------------------|
| X | jone@mycompany.com.fj | abcd52 | vmailmycomp1 |
| 1 | | | |
| 2 | | | |
| 3 | | | |
| 4 | | | |
| 5 | | | |
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| 24 | | | |
| 25 | | | |

USER AGREEMENT

I/We hereby:

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

Name

Signature

Date

connect 

CONNECT VIRTUAL MAIL 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. 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 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, copyrighted 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 CONNECT, then you will be subject to conditions stated by the developer of that product, such as usage, registration, payment etc. 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. OUR RESPONSIBILITIES

- 2.1. We provide you with Connect Virtual Mail service.
- 2.2. We will use our best endeavor's to maintain the continuity of the Service, although we do not guarantee it will be continuous or fault-free.
- 2.3. We will use our best endeavor's to maintain the continuity of the Service, although we do not guarantee it will be continuous or fault-free.
- 2.4. We are responsible for fixing faults in our host computers. The responsibilities of fixing faults in other parts of the Telecom Fiji network are set out in the Terms of Use of Telecom Fiji Limited services.
- 2.5. We will suspend your Connect Virtual Mail service if we determine your email has been infected and is sending spam or virus. We will activate your Connect Virtual Mail service once your computer (s) has been disinfected.
- 2.6. We will suspend your access if we determine that your account is being used by multiple users simultaneously.
- 2.7. 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 Connect 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.

3. YOUR RESPONSIBILITY

- 3.1. 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.
- 3.2. It is your responsibility to check and download your emails from our server regularly.
- 3.3. You must keep your password confidential. All password request must be in writing to Connect.
- 3.4. Your IT staff or IT company must be contacted first regarding any issues with your internal mail server.
- 3.5. You are responsible for all equipment and software necessary to access the Service as well as the security of your data.
- 3.6. 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.
- 3.7. 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.
- 3.8. 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.
- 3.9. You must inform us at least two weeks in advance if your billing address changes or if you move to a new location.
- 3.10. 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 Connect interfacing equipment or network that results in degraded performance for other

Initial

CONNECT customers, we reserve the right to immediately suspend your service without notice.

- 3.11. 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.

4. TERMINATION OF AGREEMENT

- 4.1. We reserve the right to terminate this Agreement at any time if there is a breach of terms and conditions.
- 4.2. 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.
- 4.3. We (Connect) will continue billing the monthly rental unless a written notice is provided to us (Connect) requesting the suspension/terminations of service. A reconnection fee and deposit may be charged.
- 4.4. 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.

5. CHARGES, DISPUTES, CREDIT STATUS AND BILLING PROCEDURES

- 5.1. Refunds will be processed after the next bill statement from date of request. Bill statements are generated at the beginning of every month.
- 5.2. Access to, and the use of the Service is charged in accordance with our published rates unless otherwise specified and agreed to between CONNECT and You. An agreement shall be in writing with a valid quotation reference number.
- 5.3. 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.
- 5.4. If you are a business customer we reserve the right to seek from you your business certificate of registration at any time and failure to provide one within 30 days of notice may result in partial or full termination of your service.
- 5.5. Your monthly bill will include a charge for the Monthly Access Fee (monthly rental), (payable in advance if deemed necessary by CONNECT or when your credit ratings degrade due to non payment of previous bills or any outstanding debt with CONNECT) as well as any other charges you have incurred.
- 5.6. 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. CONNECT cannot be held liable or will not provide any rebate where TFL suspends or terminates your Broadband Line. CONNECT will continue billing unless written notification is provided to CONNECT to suspend services due to TFL circuit suspension. Further to this your details may be submitted to Debt Collection Agencies and Credit Bureaus (Data Bureau) which may affect your future credit rating.
- 5.7. Your service will be disconnected if you have not cleared your bills after 30 days from due date and your Security Deposit will be used to recover any outstanding bills.
- 5.8. 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).
- 5.9. Your internet service will be suspended if you have any outstanding debt with Telecom Fiji Limited Group of Companies or your telephone service will be suspended if you have any outstanding debt with CONNECT.

6. EXCLUSION OF LIABILITY

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

7. INDEMNITIES

- 7.1. 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.

8. AGREEMENT VALIDITY

- 8.1. This agreement is between "You" (The Customer) and "Us" (Connect Internet Services).
- 8.2. The service (Connect Virtual Mail) is provided to you subject to Terms and Conditions of this agreement.
- 8.3. This agreement is valid until a termination of service is submitted by customer to Connect.

9. CONFIDENTIALITY

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

10. GOVERNING LAWS AND JURISDICTION

- 10.1. 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.

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