

Corporate Internet Application Form



Service Request Type			
<input type="checkbox"/> Installation	<input type="checkbox"/> Relocation	<input type="checkbox"/> Upgrade/Downgrade	<input type="checkbox"/> Cancellation

Company Details	
Company Name:	
Company Address:	
Billing Address: <small>(If different from above)</small>	
Postal Address:	
Website Address	

Contact Details		
	For Application Form	For Technical Setup
Contact Person:		
Position:		
Phone:		
Email:		
Mobile:		
Fax:		

Service Details					
Speed:					
Contract Period:	<input type="checkbox"/> 1 Year	<input type="checkbox"/> 2 Years	<input type="checkbox"/> 3 Years	<input type="checkbox"/> 4 Years	<input type="checkbox"/> 5 Years

Customer Network Details	
Router Details <small>(if one is available)</small>	
Current Network Details	
Mail Server Details <small>(If present)</small>	
Number Of End Users	
Proxy Server <small>(If used)</small>	
IP Addressing Scheme/Subnet Mask	
Firewall	<input type="checkbox"/> Yes Model: <input type="checkbox"/> No
Maintenance Contract	<input type="checkbox"/> Yes <input type="checkbox"/> No

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Installation Site Details	
Building Name:	
Floor No:	
Street Address:	
Town/City:	
Contact Person	
Phone:	
Mobile:	
Email	

Relocation Site Details		
	From Location A	To Location B
Building Name:		
Floor No:		
Street Address:		
Town/City:		
Contact Person		
Phone:		
Mobile:		
Email		

Upgrade/Downgrade	
Circuit ID:	
Existing Speed:	
New Speed:	
Cancellation	
Circuit ID:	
Cancellation Date:	

Account Manager			
Account Manager:			
Phone:		Mobile:	
Email:		Fax:	



Charges

1. New Installation/Upgrade/Downgrade

Speed	Monthly Recurring Charge	Installation Charge	Other Charges

2. Relocation

Circuit	Relocation Installation Charge			New Monthly Recurring Charge of Circuit
	One-Time	Wiring	Other (eg. NTU)	

3. Other Charges (Please Specify)

4. Remarks (Special arrangement, Circuit/Network Configuration Plan. If space is insufficient, attach additional sheets)



Agreement and Declaration

I/We agree to subscribe for TFL's Corporate Internet Service on the following terms and conditions, which shall apply on TFL's acceptance of this application:

- (a) TFL's Standard Terms and Conditions of Service;
- (b) The Specific Terms and Conditions for TFL's Corporate Internet Service; and including any amendments TFL may make from time to time to those terms and conditions.

I/We acknowledge that I/we have read and understood the above terms and conditions, and that the terms and conditions may be viewed at <http://www.tfl.com.fj>, and are available from TFL on request.

I/We agree that TFL shall be entitled to use or disclose any information or data disclosed by me/us.

I/We confirm that all information given by me/us in connection with this application is true and correct

Signed for and on behalf of the Applicant by its Authorised Officer

Name of Authorised Officer	Signature of Authorised Officer	Date	Company Stamp

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For Official (AM) Use Only

Customer Order Date:		
Customer Order Receive Date:		
Request for Service Date:		
Agreement Ref:		
Bill Invoice Ref:		
Quotation Attached:	<input type="checkbox"/> Yes Ref No:	<input type="checkbox"/> No

Additional Information and Special Instructions :

Document Verified & Submitted By AM

Name	Signature	Date



1. DEFINITIONS

1.1. In these Specific Terms and Conditions, the following words and expressions shall have the following meanings:

"After Hours" shall include weekdays from 5 pm to 8am, weekends and public holidays

"Agreement" shall be referred to this service agreement.

"Application Form" means the form prescribed by TFL and used by the Customer to subscribe for the Service.

"Charges" means the charges payable by the Customer to TFL in respect of the Service as prescribed by TFL from time to time.

"Customer" shall hereon be referred to (you) the subscriber of the Service.

"Service" means the service known as the Corporate Internet service provided by TFL.

"System" means the computer systems, programming and communication facilities and any other equipment required by TFL for the operation of the Service.

"Term" means the Initial Contract Term (as defined in Clause 4.4) and any renewal or amendment thereof.

"TFL" shall be referred to as Telecom Fiji Limited, the provider of the Corporate Internet service.

"Working Hours" shall be 8am to 5pm on the weekdays not including public holidays.

2. GENERAL CONDITIONS

2.1. The Customer shall be bound by and shall fully observe and comply with all the General Terms as well as such other terms and conditions as may be agreed or accepted by the Customer. The rights and protections conferred on TFL under these Specific Terms and Conditions shall be additional to the rights and protections conferred on TFL under the General Terms and any other terms and conditions agreed or accepted by the Customer.

2.2. The words and expressions used in these Specific Terms and Conditions, which are defined in TFL Standard Terms and Condition but are not defined in these Specific Terms and Conditions shall have the same meanings as defined in the Standard Terms and Condition unless the context otherwise requires. The Customer can refer to <http://www.tfl.com.fj/> for perusal.

2.3. The headings or titles to the Clauses in these Specific Terms and Conditions are to facilitate reference and shall not be referred to or relied upon in the construction of any provision of these Specific Terms and Conditions.

2.4. Any Clause in the General Terms, these Specific Terms and Conditions, or any other terms and conditions as may be agreed or accepted by the Customer, that is invalid, unenforceable or illegal shall be enforced as nearly as possible in accordance with its terms, but shall otherwise be deemed severed and shall not affect the enforceability of any other Clauses, which Clauses shall continue to be valid and enforceable to the fullest extent permitted by law.

2.5. The Service provided by TFL under these Specific Terms and Conditions may not be re-sold or otherwise re-provided by the Customer to any other person(s) whomsoever.

2.6. TFL shall downgrade or suspend your service without any prior notice if TFL deems that there is service degradation is attributed to the Customer interfacing equipment.

2.7. TFL will provide filters for any customer router interfacing to TFL's network. These filters shall be updated on regular basis and it's the responsibility of the Customer to carry out updates on their interfacing equipment. For all managed customers, TFL will carry out filter updates at regular intervals at no additional cost. TFL shall downgrade or suspend your service without any prior notice if TFL deems that there is service degradation is attributed to the Customer interfacing equipment.

3. EQUIPMENT

3.1. Service must terminate into a TFL-approved router on the customer premises equipment (the "CPE"). A CPE router is required for the exchange of traffic between the TFL Network and the Customer and must be furnished by Customer. Customers will be solely responsible for all router provisioning, configuration, maintenance, management, and support.

3.2. Unless specified in this Agreement, Customer is solely responsible for provisioning, configuration and maintenance of all Customer Owned Equipment (the "COE") hardware and software, including without limitation TCP/IP routers, CSU/DSU line interface units, primary domain name servers, electronic mail servers and firewall or proxy servers. TFL shall not be responsible for delays in the provision of Service resulting from incompatibility of such COE, or resulting from improper provisioning, configuration or maintenance of such COE. TFL may provide configuration files for certain routers, at its sole discretion, and only as a convenience to Customer. The connection of COE and wire will at all times comply with the terms, conditions, limitations and responsibilities normally applicable to the connection of customer premise equipment to the telephone network.

3.3. Customer will provide the proper environment, electrical and telecommunication connections for the Services and Router, if applicable, as specified by TFL and/or the Router manufacturer. Customer will be responsible for the installation, operation and maintenance of all COE. No combination of COE



will: require change in or alteration of the equipment or Service of TFL; cause electrical hazards to TFL's personnel or damage to TFL's equipment; cause the malfunction of TFL's billing equipment; or cause degradation of Service to persons other than the user of the subject terminal equipment or communications system. Upon notice from TFL that Customer's COE is causing such hazard, damage, malfunction or degradation of Service, Customer will promptly make such changes as will be necessary to remove such hazard, damage, malfunction or degradation of Service.

4. COMMENCEMENT AND TERM OF SERVICE

- 4.1. The Service shall commence on when TFL will notify Customer when the Service is installed or connected, successfully tested, and available for Customer use and if TFL is installing Equipment that the Equipment has been installed and is operational. (the "Commencement Date of Service")
- 4.2. Billing will begin on the Commencement Date of Service regardless of whether Customer is prepared to use Service. TFL shall not be liable for any damages of any nature resulting from delays in meeting requested or specified service dates or its inability to provide Service.
- 4.3. The minimum period of subscription for the Service shall be:
 - 4.3.1. twelve (12) consecutive months; or
 - 4.3.2. the period selected by the Customer (as stated in the Application Form).
- 4.4. The minimum period of subscription for the Service is calculated to commence on the Commencement Date of Service (the "Initial Contract Term"). Thereafter the Service shall continue in force for successive periods corresponding with the Initial Contract Term.
- 4.5. Unless one Party notifies the other in writing at least thirty (30) days prior to the expiration of the original or any renewal term of Service that it intends not to renew Service, Service shall automatically renew for the same term of Service period at the same pricing, terms and conditions.
- 4.6. This Agreement shall reflect price reductions or discounts if there are further market rate reductions or discounts during this contractual term.

5. SERVICE DEMARCATION

- 5.1. The point of demarcation for Service is the physical network location to which the Customer provided router is connected or, if Equipment is furnished by TFL, the LAN port at which interconnection takes place.

6. CUSTOMER RESPONSIBILITY

- 6.1. It is the Customers responsibility to maintain and manage data traversed through the connection at all times. All management of data or content management is the Customers responsibility and the Customer shall be responsible for all data (including SPAM/Junk Mail or Virus Attacks) traversed through the internet circuit. TFL requires the Customer to have updated antivirus software at all times for data security. In case where traffic causes excessive resource utilization on the TFL's interfacing equipment or network that results in degraded performance for other TFL customers, TFL reserves the right to immediately downgrade or suspend service without prior notice.
- 6.2. The Customer shall provide TFL with access to all wiring closets, equipment rooms and Customer's premises to facilitate Service installation, testing and maintenance requirements.
- 6.3. Customer is responsible for the security of account passwords Availability and access to Customer's accounts by others is strictly prohibited. The customer may not attempt to find or any manner search out or aid and abet in an attempt by any other person to find the password of another user.
- 6.4. The Customer recognizes and acknowledges that it is illegal for any internet service provider, operator or any Individual to use the internet access circuit for reselling voice services. Any reselling of voice services over Internet Protocol (IP) is deemed illegal, which will result in TFL terminating the services without prior notice. Video Conferencing services such as Skype and net meeting are excluded.
- 6.5. The Customer is responsible for any TFL System placed within the boundary of the Customer's Premises and for its proper use; if any part of TFL's System is lost, destroyed or damaged (except for fair wear and tear) the Customer must pay TFL for its replacement and/or repair. The Customer must not interfere with the System nor permit anybody else (except someone authorised by TFL) to do so.

7. TERMINATION OF AGREEMENT

- 7.1. The customer may terminate this Agreement at any time with a 90 days written notice to TFL in which case, the customer will be liable to pay TFL an early termination fee. The early termination fee shall be six (6) month's rental without discount (penalty fee same as rates card at the time of signage of this Agreement and not rates card rate at time of disconnection). The Customer will remain liable for any charges incurred up to the effective date of termination. No refund of fees, including monthly access fee, will be granted and no on-line time credited to your account will be redeemable to cash or any other form of credit.



- 7.2. TFL reserves the right to amend the terms and conditions ("sections 1 to 16") set herein within a thirty day notice (30 days). Amended terms and conditions shall be addendum to any valid Agreement in force at that time. Price changes shall be provided in writing but the Customer may terminate this Agreement within 30 days without a penalty payment if no mutual Agreement is reached on pricing with TFL. The Customer shall be liable for any charges up to the date of termination of service by either party.
- 7.3. TFL reserves the right to terminate all or partial internet service if there is a dispute between the Customer and the TFL or if there is a breach of any TFL terms and conditions.
- 7.4. The Customer must pay all prior charges on other services if in dispute. Failure to do this may result in partial suspension or disconnection of the service.

8. CHARGES, CREDIT STATUS AND BILLING PROCEDURES

- 8.1. TFL reserves the right to perform credit check on the Customer to determine the credit status. TFL reserves the right to seek advance monthly payments if TFL deems there is a "NON STATUS" or low credit rating.
- 8.2. The Customer will be billed monthly and the bill will include a charge for the Monthly Access Fee (fixed monthly rental), (payable in advance if deemed necessary by TFL or when your credit ratings degrade due to non-payment of previous bills or an outstanding debt with "TFL") as well as any other charges you have incurred. Any advance payment requests shall be in writing to client and shall be addendum to a current valid Agreement if one exists.

9. IP ADDRESS AND DOMAIN NAME

- 9.1. Any IP Address that is assigned to the Customer for the Customer's use by TFL under the Agreement is neither owned by the Customer nor by TFL. Such IP Address is allocated to TFL by regional registries so that TFL can assign the same to its customers for their use only and the customers shall have no other rights or any title thereto. Any Domain Name (where applicable) that is assigned to the Customer for the Customer's use by TFL under the Agreement is not owned by the Customer and may or may not be owned by TFL and the Customer shall have no other rights or any title thereto.
- 9.2. The Customer agrees that TFL shall have the right in its sole discretion to suspend or withdraw from any further use of any such IP Address and/or (where applicable) Domain Name or take necessary actions at any time with or without notice to the Customer, and without liability or compensation to the Customer or any person or entity whatsoever and the Customer shall have no claim whatsoever against TFL if TFL is of the opinion that such IP Address and/or Domain Name belongs to a third party or infringes a third party's rights or is in contravention of any applicable law.
- 9.3. Upon withdrawal or suspension of any use of IP Address and/or Domain Name, or termination of the Service or the Agreement the Customer shall:
 - 9.3.1. stop using such IP Address and/or Domain Name immediately;
 - 9.3.2. remove such IP Address set up from the relevant COE; and
 - 9.3.3. withdraw from any further use of such IP Address and/or (where applicable) Domain Name whatsoever.
- 9.4. If the Customer uses or continues using any of such IP Address and/or Domain Name after TFL has exercised its right to suspend or withdraw such IP Address and/or (where applicable) Domain Name or upon termination of the Service or the Agreement, the Customer shall keep TFL fully indemnified as to any costs, actions, claims, proceedings, demands, damages, liabilities, losses and expenses that may be caused to or suffered by TFL or its Affiliates as a result thereof.

10. MAINTENANCE AND TESTING

- 10.1. TFL will issue a commissioning report to the customer which shall provide the technical status of the link at the time of delivery
- 10.2. The parties will cooperate with each other in performing joint tests to the extent reasonably necessary to establish the Service or to detect, isolate and remedy Service related problems. Joint tests will be at no charge to the other party, if such tests are conducted by remote testing systems. If an on-site technician is necessary and the trouble is located on Customer's side of the interface, actual material and labour prices at TFL's standard rates will apply.
- 10.3. TFL will perform routine maintenance as is customary to reasonably maintain the Service, Transport, and Router, if applicable, as described herein. All such maintenance will be performed at no additional charge to Customer if the fault which gives rise to the maintenance request is determined by TFL to reside on the TFL side of the point of demarcation between TFL and Customer or in the Router.
- 10.4. Customer understands and agrees that temporary interruptions may occur as normal and reasonable events in the provision of the Service. All Systems need routine maintenance from time to time. TFL will endeavour to provide Customer five (5) business days advance notice, or if not possible, reasonable advanced notice if TFL believes that such routine scheduled maintenance will affect Customer's Service. In the event of a network/systems emergency requiring immediate attention,



TFL reserves the right to perform emergency maintenance without notice or upon short notice, and shall use all reasonable efforts to minimize the effect of such work on Customer's Service.

10.5. Customer acknowledges and agrees that TFL has no control over third party networks Customer may access in the use of the Service, and therefore, delays and disruption of other network transmissions are completely beyond the control of TFL. TFL will not be responsible for Customer's inability to access the Internet due to circumstances not in the direct control of TFL, such as individual Internet user's own equipment capabilities and/or limitations, Internet limitations and/or browser software limitations.

11. FAULT REPAIR

11.1. The Customer must report a fault in Service by calling TFL's Call Center on 112233 or such other number as TFL may from time to time provide to the Customer. The Customer will at the time of report provide TFL with a Contact Telephone Number to enable TFL to advise on the progress being made to clear the fault.

11.2. If the Customer reports a fault in Service, TFL will respond by carrying out one or more of the following actions:

11.2.1. providing advice by telephone, including advice, where appropriate, as to tests and checks to be carried out by the Customer;

11.2.2. where possible, carrying out diagnostic checks from TFL's premises; or

11.2.3. visiting the Customer's Premises only if TFL's action under clause 11.2.1 and 11.2.2 does not result in the fault being diagnosed or cleared and where such a visit is considered necessary by TFL.

11.3. TFL will take all proper steps without undue delay to correct the fault.

11.4. If TFL does work to correct a reported fault in Service and finds there is none, TFL may charge the Customer for the work done.

11.5. If TFL agrees to attend a reported fault in Service After Hours, the Customer must pay a charge calculated at TFL's standard rates.

12. SUPPORT

Site Locations	Working Hours		After Hours	
	Response Time	Restoration Time	Response Time	Restoration Time
CBD Suva city, Lami, Lautoka, Namaka, Labasa	1 hour	2 hours	1 hour	4 hours
Other Major Towns Ba, Nausori, Nadi, Sigatoka	1 hour	4 hours	2 hours	6 hours
Other Towns Pacific Harbour, Navua, Rakiraki, Savusavu, Tavua, Taveuni	1 hour	6 hours	2 hours	8 hours

12.1. Response time refers to time for TFL to acknowledge receipt of the complaint and the fault to be assigned to an engineer. This could be in the form of a call or email back to the Customer.

12.2. Restoration time is the time to restore the service/s to normal operation.

12.3. On-site refers to time taken in cases where site visit is required to isolate the fault.

12.4. Additional charges apply for after-hours restoration.

12.5. The above metrics are on a best-effort basis and assumes normal business operating conditions, meaning; TFL shall not be liable for any breach of the above metrics caused by act of God, insurrection or civil disorder, war or military operations, national or local emergency, acts or omissions of government, or any other competent local authority, compliance with any statutory obligation, industrial disputes of any kind (whether or not involving either TFL or the Customer's employees), fire, lightning, explosion, flood, weather of exceptional severity, acts or omissions of persons for whom either party is not responsible or any other cause whether similar or dissimilar outside its reasonable control and any such event or circumstance. For outages in such situations, TFL will make all reasonable efforts to restore the services as soon as it practically can.

12.6. TFL shall not be liable for any loss of business or any other loss whatsoever in events when TFL is not able to meet the timelines above.



13. USE AND LIMITATIONS

13.1. TFL may:

13.1.1. reject or refuse to perform any Services that are not in compliance with its applicable specifications and standards, laws and regulations and/or public interest standards as determined by TFL; and

13.1.2. from time to time and without notice, make changes in Services that in its sole judgment will best serve TFL's customers. TFL's partial rejection or refusal of any portion of Services will not release Customer from its obligations with respect to the remaining Services being performed.

13.2. Customer agrees to comply with the TFL's Acceptable Use Policy (located at <http://www.tfl.com.fj>), all policies applicable to TFL. Violation of any such rules, regulations and policies, or any attempt to break security or to access an account which does not belong to Customer, shall be considered a material breach of contract, and TFL may terminate this Agreement without liability or may suspend or terminate Service to Customer, or suspend or terminate any user ID, electronic mail address, Universal Resource Locator or domain name used by Customer. Upon such termination by TFL, Customer shall be liable for any applicable charges, including early termination charges as set forth in Clause 5 of this Agreement. If Customer's Service is suspended pursuant to this Clause, Customer will still be responsible for charges for the Service incurred during the period of suspension.

13.3. Nothing contained in this Agreement may be construed to convey to Customer any interest, title, or license in the user ID, electronic mail address or Universal Resource Locator used by Customer in connection with the Service.

13.4. Customer acknowledges and agrees that TFL has the right to enforce its policies and guidelines pertaining to Customer's use of the Service and may be required to take immediate action to protect the integrity, quality, reputation and/or availability of the Service. For violations of policies and/or guidelines that TFL believes, in its sole discretion; do not warrant immediate suspension or termination of Customer's Service, TFL shall make a reasonable effort to contact Customer in an attempt to remedy the situation prior to suspension or termination of Service.

14. LIMITATION OF LIABILITY

14.1. The Customer agrees to indemnify and hold TFL harmless from any claims resulting from the use of the Service. TFL shall not be liable for any indirect, incidental, special, punitive or consequential damages of any kind that may result from the Customers' use of the Service including, but not limited to, any such damages for loss of data or loss of profits resulting from delays, non-deliveries or service interruptions

15. CONFIDENTIALITY

15.1. This application form is to be treated as confidential and should not be changed or distributed to any third party outside your organization.

16. GOVERNING LAWS AND JURISDICTION

16.1. 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.