

WEBSITE HOSTING AGREEMENT



<input type="checkbox"/> New Customer	<input type="checkbox"/> Existing Customer – Please select;	<input type="checkbox"/> Change Plan	<input type="checkbox"/> Additional Plan	<input type="checkbox"/> Acct No/Username
Where did you hear about this product?	<input type="checkbox"/> Radio	<input type="checkbox"/> TV	<input type="checkbox"/> Newspaper	<input type="checkbox"/> Word of Mouth
<input type="checkbox"/> Online – Website, Social Media etc.	Product referred by? Name			<input type="checkbox"/> Acct No/Username

CUSTOMER DETAILS

Company Name (as it is Registered)				
TIN/Other			Company Reg. No	
Registered Company Address				
Incorporated or Non-Incorporated	<input type="checkbox"/> Company	<input type="checkbox"/> Firm	<input type="checkbox"/> Trust	<input type="checkbox"/> Statutory Body
	<input type="checkbox"/> NGO	<input type="checkbox"/> Other		
Phone Contacts			Fax No	
Contact Person			Email Address	
Name of Directors	Particulars of Directors			
Please provide proof of Billing and Street Address				
Email Address				<i>Compulsory Requirement</i>
Postal Address				
Street Address				
Please provide the following essential documents during signup.				
<input type="checkbox"/> Business Registration	<input type="checkbox"/> Certificate of Incorporation	<input type="checkbox"/> Company Stamp or Seal		

DOMAIN DETAILS (Please Fill)

Select (▼)	<input type="checkbox"/> New Domain Registration (One-Off Charge)	\$121.10 VIP
Select (▼)	<input type="checkbox"/> Domain Renewal (Yearly Charge)	\$76.66 VIP
Select (▼)	<input type="checkbox"/> Existing Domain	No Charge
Domain Address	(www.companydomain.com.fj)	

PLAN DETAILS

Plans (▼)	Rental (VIP)	Set-Up Fee (One Off)	Website Storage	Bandwidth	Email Addresses
Web Hosting Starter	\$24.17	\$24.17	1 GB	3 GB	10
Web Hosting Budget	\$48.40	\$24.17	3 GB	10 GB	25
Web Hosting Premium	\$71.09	\$24.17	5 GB	50 GB	35
Web Hosting Ultimate	\$94.78	\$24.17	10 GB	100 GB	50
DNS Hosting	\$25.00	\$24.17	N/A	N/A	N/A

Minimum Term of 1 Year or 12 Months, Early Termination Fee of 3 Months Rental

ADDITIONAL CHARGES (Optional)

Options (▼)	Price (VIP)	Quantity
100 MB Storage	\$11.14	
1 GB Bandwidth	\$11.14	
1 Email account	\$2.84	

TERMS & CONDITIONS

1. GENERAL CONDITIONS

- 1.1. This service is applicable to Business and Residential customers only.
- 1.2. Credit checks and vetting will be conducted prior to processing of application. If you have outstanding debt, you will be required to clear your debt before we proceed.
- 1.3. TFL 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.
- 1.4. This service provided by TFL 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.
- 1.5. 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.
- 1.6. If you have used shareware, trial-ware or any software provided by TFL, then you will be subject to conditions stated by the developer of that product, such as usage, registration, payment etc. TFL reserves the right to cancel this service with a written notice.
- 1.7. 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 and that this service cannot be resold for commercial purposes.
- 1.8. Any other products and/or services provided in addition to those listed in this document may incur additional charges.
- 1.9. We reserve the right to immediately suspend or cancel the service when we find that the account/service has been inappropriately used.

2. AGREEMENT VALIDITY & TERM

- 2.1. This agreement is between "You" (The Customer) and "TFL" (Telecom Fiji Limited).
- 2.2. The service (Website Hosting) is provided to you subject to Terms and Conditions of this agreement.
- 2.3. This agreement is valid from when you sign this "Website Hosting Agreement" till the Contract period is reached, after the Contract period the service can be terminated by you or us.
- 2.4. This Contract is for a period of one year.

3. SERVICE RESTORATION

- 3.1. Any continuous outage longer than 72 hours may result in a rebate for the time a service has been down.
- 3.2. We reserve the right to cancel the service if deemed that quality degradation in service delivery has occurred due to circumstances beyond our control.
- 3.3. We might have, from time to time, to perform maintenance, upgrades or replacements to our servers. We reserve the right to suspend access to such server during the required time to do the maintenance, upgrade or exchange the server, for no more than 4 hours. In this event, the users will be sent an e-mail at least 24 hours before the due date and time for maintenance.

4. DOMAIN REGISTRATION & EMAIL ADDRESS

- 4.1. Domain will be registered at USP by TFL of behalf of Customers if customer pays registration fee.
- 4.2. Domain registration is for a period of one year and must be renewed yearly.
- 4.3. Domain will be suspended by USP if not renewed and this will affect Website Hosting and Emails
- 4.4.
- 4.5. It is customers responsibility to download and save emails to email clients.

5. ADSL/VDSL/4G MODEM

- 5.1. Modems carry a manufactures warranty for 3 months and are the responsibility of the customer during the contract period.
- 5.2. Modems not covered under warranty or after warranty period will be replaced at the cost of the customer.
- 5.3. Modems must be returned if service is cancelled before contract period.
- 5.4. We reserve the right not to replace Modems that:
 1. Have been mishandled, abused or not installed correctly,
 2. Have been subjected to a power surge,
 3. Have been damaged during natural disasters (cyclones, floods etc),
 4. Have been lost or stolen.

6. OUR RESPONSIBILITIES

- 6.1. We will use our best endeavors to provide you best effort Internet Service on ADSL, VDSL or LTE technology.
- 6.2. Installation of service includes installing Telephone line or Data line and ADSL/VDSL router, other devices or networks is not covered during installation process.
- 6.3. 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.
- 6.4. We do not track, monitor or record websites accessed by customers.
- 6.5. We are responsible for fixing faults in our host computers and faults on our network.
- 6.6. We will suspend your access if we determine that your account is being used from multiple locations simultaneously.

7. YOUR RESPONSIBILITY

- 7.1. It is your responsibility for all access to and use of the Service through your account.
- 7.2. You are responsible for all equipment and software necessary to access the Service as well as the security of your data.
- 7.3. 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.
- 7.4. 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.
- 7.5. You must inform us at least two weeks in advance if your postal and email billing address changes or if you move to a new location. We cannot guarantee service at your new location. You will be advised accordingly.
- 7.6. It is your responsibility to maintain and manage data traversed through the connection at all times (including SPAM/Junk Mail or Virus Attacks).
- 7.7. 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 TFL customers, we reserve the right to immediately suspend your service without notice.

- 7.8. 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.
- 7.9. Your monthly usage report can be obtained from our Toll Free Line 112 777 or contactus@tfl.com.fj If you find any anomalies, notify us (TFL) immediately.

8. TERMINATION OF AGREEMENT

- 8.1. We reserve the right to terminate this Agreement at any time without notice if there is a breach of terms and conditions which includes:
 - (1) Customer chooses to switch to another Internet Provider.
 - (2) Early termination of the agreement by the Customer and before the expiry of contract period
- 8.2. The service may be suspended or downgraded if we find that your volume usage pattern is irregular from your known usage pattern.
- 8.3. 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. Price changes shall be provided in writing.
- 8.4. You shall be liable for any charges up to the date of termination of service by either party.
- 8.5. TFL will continue billing the monthly rental unless a written notice is provided to us (TFL) requesting the suspension/termination of service, unless or until Clause 9.10 takes effect.
- 8.6. Termination of this contract before specified period will incur a penalty fee equivalent to three months rental and modem fee if not returned.
- 8.7. Breach of the General Conditions of this agreement will result in immediate termination of this agreement and service without any notice and you will be still liable for any unpaid charges.

9. CHARGES, DISPUTES, CREDIT STATUS AND BILLING PROCEDURES

- 9.1. All Post Pay accounts are required to pay Security Deposit equivalent to one months' rental upfront.
- 9.2. Security deposit will be held until you terminate your account and will be used for debt recovery.
- 9.3. Refunds will be processed after the next bill statement from date of request. Bill statements are generated at the beginning of every month.
- 9.4. Access to, and the use of the Service is charged in accordance with our published rates unless otherwise specified and agreed to between TFL and You. An agreement shall be in writing with a valid quotation reference number.
- 9.5. 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/deposit if TFL deems there is a "NON STATUS" or low credit rating.
- 9.6. Your monthly bill will include a charge for the Monthly Access Fee (monthly rental), as well as any other charges you have incurred.
- 9.7. Your monthly bill will be emailed to your nominated email address. The nominated email address must be active and able to receive emails from TFL. This bill can also be downloaded from the Connect Portal.
- 9.8. TFL will not send bills via post.
- 9.9. 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.
- 9.10. Your service will be permanently 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. This is deemed to be a Termination of Contract.
- 9.11. Your details may be submitted to Debt Collection Agencies and Credit Bureaus which may affect your future credit rating.
- 9.12. TFL reserves the right to change your account status from Post Pay to Prepay whereby you are required to purchase data upfront. In the event you habitually default on bill payments.
- 9.13. 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 of any kind.
- 9.14. Rebates MAY be given for the 72-hour continuous outage excluding events covered under Clause 9.13.
- 9.15. A new application form is 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 TFL, either via FAX, Mail or Post.
- 9.16. All package changes or transfers must be in writing to TFL, either via FAX, Email or a letter. An Administration fee of \$20.00 (VIP) will apply for more than two transfers within a month.
- 9.17. An Administration fee of \$20.00 (VIP) will be levied for a downgrade in plan. Downgrade is referred to change of a service where rental is reduced.

10. EXCLUSION OF LIABILITY

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

11. INDEMNITIES

- 11.1. 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.

12. CONFIDENTIALITY

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

13. GOVERNING LAWS AND JURISDICTION

- 13.1. 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.

Customer Initial