

TELECOM BIZ XCESS AGREEMENT



<input type="checkbox"/> New Customer	<input type="checkbox"/> Existing Customer – Please select;	<input type="checkbox"/> Change Plan	<input type="checkbox"/> Additional Plan	Acct No/Username	
Service referred by?	Name			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				Compulsory Requirement	
Postal Address					
Street Address for Broadband					
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		

PLAN DETAILS

Plans (▼)	Data Cap	Rental (VIP)	Deposit	Installation Fee (VIP)	Contract
<input type="checkbox"/> Biz Xcess 49	100 GB	\$49.00	\$50.00	\$50.00	2 Years
<input type="checkbox"/> Biz Xcess 79	200 GB	\$79.00	\$80.00	\$50.00	2 Years
<input type="checkbox"/> Biz Xcess 119	300 GB	\$119.00	\$120.00	\$50.00	2 Years
<input type="checkbox"/> Biz Xcess 199	700 GB	\$199.00	\$200.00	\$50.00	2 Years
<input type="checkbox"/> Biz Xcess 299	1100 GB	\$299.00	\$300.00	\$50.00	2 Years
<input type="checkbox"/> Biz Xcess 499	2000 GB	\$499.00	\$500.00	\$50.00	2 Years

TOP UP RATES (VIP)	\$5.00 / 20 GB	\$10.00 / 40 GB	\$20.00 / 80 GB	\$50.00 / 250 GB	\$100.00 / 500 GB
	Top Up data has 30 day expiry period. Base data will be used first and Top Up data used second on the new month				

LOGIN DETAILS

Username		
Password		
4-16 characters, a-z in lower case letters with first character an alphabet		

TELEPHONE DETAILS

Please install a Data line as I do not have a telephone line (▼)		<input type="checkbox"/>
I have a telephone line to use for Internet (▼)	Ph:	
Letter of Authorization from Telephone line owner if the telephone is not registered under your name		

OPTIONAL SERVICES

<input type="checkbox"/> Telephone Service	\$16.35 VIP Monthly	Rental per line (One telephone line only)
<input type="checkbox"/> Telephone Service	\$38.15 VIP Monthly	Rental per line (Two or more telephone lines)
<input type="checkbox"/> Email Address	\$2.84 VIP Monthly	Includes username@connect.com.fj email address
<input type="checkbox"/> Static IP Address	\$14.53 VIP Monthly	Includes 1 Static IP Address per username

[illegible]

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 Telecom Fiji Pte Limited 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 Telecom Biz Xcess Terms and Conditions.

Name	Signature	Date	Company Stamp
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CONNECT BIZ XCESS TERMS & CONDITIONS

1. GENERAL CONDITIONS

- 1.1. This service is applicable to Business or Non-Residential customers only.
- 1.2. This service is only allowed on TFL's ADSL/VDSL network and roaming on Connect Wifi hotspots.
- 1.3. 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.
- 1.4. Your service will be redirected to Connect Portal when you reach your monthly data cap. Data cap is total of uploads and downloads.
- 1.5. Data cap can be used anytime of the day.
- 1.6. Upon redirection to the Connect Portal as a result of no data cap, you will have the option to Top Up more data cap to your account by charging this to your bill. The amount of Top Up data you may charge to your bill will be dependent on the amount you have put down as a deposit. Any Top Up charged to your bill will have been deemed to be made by you or an authorized person on your behalf.
- 1.7. The validity of Top Up data will only be for 30 days from date of Top Up. Only Top Up data will be carried over into a new billing period. Unused base data cap will be lost at month end.
- 1.8. On the new month base data will be used first then Top Up data.
- 1.9. 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.
- 1.10. The speed of the plan you have signed up to is theoretical network maximum speeds. Actual speeds may be less due to a number of factors including network configuration, line quality & length, exchange type, member premises interference, traffic and hardware and software.
- 1.11. Maximum download and upload speeds will depend on the plan you signed up for;
Maximum download speed is 20Mbps and maximum upload speed is 1Mbps for ADSL services.
Maximum download speed is 50Mbps and maximum upload speed is 10Mbps for VDSL services
- 1.12. TFL can only guarantee internet speeds from local contents or to local speed test servers only. We do not guarantee internet speeds for content outside Fiji including speed tests done from offshore servers.
- 1.13. 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.
- 1.14. 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.
- 1.15. 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.
- 1.16. 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.
- 1.17. Any other products and/or services provided in addition to those listed in this document may incur additional charges.
- 1.18. 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 (Telecom Biz Xcess) is provided to you subject to Terms and Conditions of this agreement.
- 2.3. This agreement is valid from when you sign this "Telecom Biz Xcess 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 two years.
- 2.5. Existing ADSL customers who upgrade to this service will be on a two year contract from date of upgrade.

3. SERVICE RESTORATION

- 3.1. All ADSL/VDSL Telephone Line related Faults will take 2 to 3 working days to resolve.
- 3.2. SME customers are responsible for bringing faulty modems to TFL office for testing.
- 3.3. In the process of resolving your fault and restoring service you the person responsible for this account will be deemed the point of contact. Any interaction in regards to password resetting will only go through you UNLESS otherwise specified by you.
- 3.4. Any fault arising from the customer's computer (apart from Modem* & Telephone Line) is the sole responsibility of the customer. *Only if still under Warranty.
- 3.5. Any continuous outage longer than 72 hours may result in a rebate for the time a service has been down. TFL does not guarantee a 24 x 7 service.
- 3.6. We reserve the right to cancel the service if deemed that quality degradation in service delivery has occurred due to circumstances beyond our control.

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 will be owned by customer during the contract period of two years.
- 4.3. Customers will lose Domain and emails if yearly renewal fee of \$50.00/VIP is not paid.
- 4.4. Domain will be registered at USP under TFL and owned by TFL during the contract period if customer chooses Free Domain Registration.
- 4.5. Customers will lose Domain and emails if service is terminated before contract period of two years.
- 4.6. TFL will not sell or release Domain to customer after early termination.
- 4.7. TFL will release Domain upon annual expiration of Domain.
- 4.8. It is customer's responsibility to download and save emails to email clients.

5. ADSL/VDSL MODEM

- 5.1. A modem will be installed at your premises. The modem will remain the property of TELECOM FIJI PTE LIMITED for the duration of your contract.
- 5.2. Only TELECOM FIJI PTE LIMITED issued or approved modems are allowed for this service.
- 5.3. All Modems carry a manufacturers warranty for 6 months and is the responsibility of the customer during the contract period.
- 5.4. Modems not covered under warranty or after warranty period will be replaced at the cost of the customer.
- 5.5. Modems must be returned to TELECOM FIJI PTE LIMITED if service is cancelled before contract period. Failure to do so will incur a modem penalty fee equal to a prorated value of the modem price.
- 5.6. 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 or VDSL technology.
- 6.2. Installation of service includes installing Telephone line or Data line and ADSL/VDSL modem, 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 to obtain permission from your landlord to do any internal wiring within the building. This is to be provided in writing to TFL before application can be processed
- 7.2. It is your responsibility to see that your computer meets our system requirements.
- 7.3. 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.

- 7.4. You agree that this service will be used only from single location (the nominated address filed on this agreement). TFL assumes no responsibility for usage disputes related to shared passwords and multi-user access to your account. It is your responsibility to ensure that the password to the service is used responsibly.
- 7.5. You must keep your password confidential. You can change your password online at my.connect.com.fj and you must notify us immediately if you lose your password. It is recommended that you change your password regularly.
- 7.6. You are responsible for all equipment and software necessary to access the Service as well as the security of your data.
- 7.7. 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.
- 7.8. 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.
- 7.9. 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.
- 7.10. 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.
- 7.11. It is your responsibility to maintain and manage data traversed through the connection at all times (including SPAM/Junk Mail or Virus Attacks).
- 7.12. 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 Telecom interfacing equipment or network that results in degraded performance for other TFL customers, we reserve the right to immediately suspend your service without notice.
- 7.13. 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.
- 7.14. 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.
- 7.15. Usage reports for periods older than three months will incur a fee.

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 month's rental and Modem prorated 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 month's 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. Any plan change request must be made in writing to TELECOM FIJI PTE LIMITED via FAX, Email, a letter or Upgrade option on Telecom Portal. The new plan will be effective from the 1st of the next month.
- 9.17. Any changes made to your plan can only be made once per month.
- 9.18. You may temporarily suspend your account for up to one month only. A suspension fee equivalent to one month's rental will apply. For periods longer than one month, this is deemed a disconnection and any penalties that apply via this contract will be enforced.
- 9.19. 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