

TELECOM DOMAIN EMAIL & WEBSITE HOSTING AGREEMENT



Customer Type			Service referred by?		
New Customer			Name		
Existing Customer	Additional Service	PC Number	Contact Number		

BUSINESS DETAILS							
Company Name (as it is Registered)							
TIN (Mandatory)				Company Reg. No			
Registered Company Address							
Incorporated or Non-Incorporated		Company	Firm	Trust	Statutory Body	NGO	Other
Phone Contacts				Fax No			
Contact Person				Email Address			
Name & Particulars of Directors				Name & Particulars of Directors			
Email Address						<i>Compulsory Requirement</i>	
Billing Address							
Street Address							
<i>Please provide essential documents during sign up.</i>		Business Registration		Certificate of Incorporation		Company Stamp or Seal	

DOMAIN REGISTRATION (Please Select)	
\$127.77 VIP - New Domain Registration (One-Off Charge)	
\$80.88 VIP - Domain Renewal (Yearly Charge starting from second year)	
Existing Domain - No Charge for registration	
Domain Address	

DOMAIN EMAIL PLANS ONLY	
\$10.55 VIP Monthly - 1 to 10 Email Addresses	
\$15.83 VIP Monthly - 11 to 20 Email Addresses	
\$26.38 VIP Monthly - 21 to 100 Email Addresses	
Please fill Email Address and Passwords below	

WEBSITE HOSTING PLANS					
Plans (✓)	Monthly Fee (VIP)	Set-Up Fee (One Off)	Website Storage	Bandwidth	Email Addresses
Web Hosting Starter	\$25.50	\$25.50	1 GB	3 GB	10
Web Hosting Budget	\$51.06	\$25.50	3 GB	10 GB	25
Web Hosting Premium	\$75.00	\$25.50	5 GB	50 GB	35
Web Hosting Ultimate	\$100.00	\$25.50	10 GB	100 GB	50
DNS Hosting	\$26.38	\$25.50	N/A	N/A	N/A

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

Email Address	Email Password	Email Address	Email Password
1		6	
2		7	
3		8	
4		9	
5		10	

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 Domain Email & Website Hosting Terms and Conditions.

Name	Signature	Date	Company Stamp
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TERMS & CONDITIONS

1. GENERAL CONDITIONS

- 1.1. This service is applicable to Business and Residential customers.
- 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. TELECOM FIJI PTE LIMITED 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 TELECOM FIJI PTE LIMITED 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 TELECOM FIJI PTE LIMITED, then you will be subject to conditions stated by the developer of that product, such as usage, registration, payment etc. TELECOM FIJI PTE LIMITED 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 "TELECOM FIJI PTE LIMITED" (Telecom Fiji Limited).
- 2.2. The service (Domain Email & 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 "Telecom Domain Email & 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.
- 2.5. You must remain on the signed-up plan for a minimum of six (6) months before downgrading to a lower plan.

3. SERVICE RESTORATION

- 3.1. 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.
- 3.2. 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.
- 3.3. Any fault arising from the customer's computer is the sole responsibility of the customer.
- 3.4. Any continuous outage longer than 72 hours may result in a rebate for the time a service has been down. TELECOM FIJI PTE LIMITED does not guarantee a 24 x 7 service.
- 3.5. 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 registration is for a period of one year and must be renewed yearly.
- 4.3. Domain will be owned by customer during the contract period.
- 4.4. Customers will lose Domain and emails if yearly renewal fee is not paid and Domain is suspended.
- 4.5. Domain will be registered at USP under TFL and owned by TFL during the contract period if customer chooses Free Domain Registration.
- 4.6. Customers will lose Domain and emails if service is terminated before contract period of two years.
- 4.7. TFL will not sell or release Domain to customer after early termination.
- 4.8. TFL will release Domain upon annual expiration of Domain.
- 4.9. It is customer's responsibility to download and save emails to email clients.

5. OUR RESPONSIBILITIES

- 5.1. We will use our best endeavors to provide you best effort Service.
- 5.2. 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.
- 5.3. We do not track, monitor or record websites accessed by customers.
- 5.4. We are responsible for fixing faults in our host computers and faults on our network.

6. YOUR RESPONSIBILITY

- 6.1. You shall complete the initial minimum six (6) month term on the plan that you had signed up for from the date of sign-up. TELECOM FIJI PTE LIMITED shall have the discretion to vary this.
- 6.2. It is your responsibility to see that your computer meets our system requirements.
- 6.3. 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.
- 6.4. You are responsible for all equipment and software necessary to access the Service as well as the security of your data.
- 6.5. 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.
- 6.6. 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.
- 6.7. 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.
- 6.8. 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.
- 6.9. It is your responsibility to maintain and manage data traversed through the connection at all times (including SPAM/Junk Mail or Virus Attacks).
- 6.10. 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 FIJI PTE LIMITED interfacing equipment or network that results in degraded performance for other TELECOM FIJI

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

- 6.11. 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.

7. TERMINATION OF AGREEMENT

- 7.1. 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
- 7.2. The service may be suspended or downgraded if we find that your volume usage pattern is irregular from your known usage pattern.
- 7.3. I/We agree to pay cancellation fee equivalent to 50% of the Installation Fee if I/We cancel this application 48 hours after applying for service.
- 7.4. 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.
- 7.5. You shall be liable for any charges up to the date of termination of service by either party.
- 7.6. TELECOM FIJI PTE LIMITED will continue billing the monthly rental unless a written notice is provided to us (TELECOM FIJI PTE LIMITED) requesting the suspension/termination of service, unless or until Clause 8.10 takes effect.
- 7.7. Termination of this contract before specified period will incur a penalty fee equivalent to the balance in rental for the rest of the duration of your 1 year contract depending on the plan you signed up for.
- 7.8. 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.

8. CHARGES, DISPUTES, CREDIT STATUS AND BILLING PROCEDURES

- 8.1. All Post Pay accounts are required to pay Security Deposit equivalent to one months' rental upfront.
- 8.2. Security deposit will be held until you terminate your account and will be used for debt recovery.
- 8.3. Refunds will be processed after the next bill statement from date of request. Bill statements are generated at the beginning of every month.
- 8.4. Access to, and the use of the Service is charged in accordance with our published rates unless otherwise specified and agreed to between TELECOM FIJI PTE LIMITED and You. An agreement shall be in writing with a valid quotation reference number.
- 8.5. 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 TELECOM FIJI PTE LIMITED deems there is a "NON STATUS" or low credit rating.
- 8.6. Your monthly bill will include a charge for the Monthly Fee (monthly rental), as well as any other charges you have incurred.
- 8.7. Your monthly bill will be emailed to your nominated email address. The nominated email address must be active and able to receive emails from TELECOM FIJI PTE LIMITED. This bill can also be downloaded from the Telecom Portal.
- 8.8. TELECOM FIJI PTE LIMITED will not send bills via post.
- 8.9. 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 \$11.50 (VIP).
- 8.10. 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.
- 8.11. TELECOM FIJI PTE LIMITED reserves the right to file legal claims with the Small Claims Tribunal or the Courts to recover the Debt owed by you.
- 8.12. In the event legal claims are filed, it may result in you having to pay legal costs of these proceedings along with any other associated costs.
- 8.13. 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.
- 8.14. Rebates MAY be given for the 72-hour continuous outage excluding events covered under Clause 8.14.
- 8.15. 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 TELECOM FIJI PTE LIMITED, either via FAX, Mail or Post.
- 8.16. 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.
- 8.17. Any changes made to your plan can only be made once per month.
- 8.18. An Administration fee of \$20.00 (VIP) will be levied for a downgrade in plan. Downgrade is referred to change of a plan where Monthly Fee is reduced.
- 8.19. In the event that you have not completed the initial minimum six (6) month term on the plan that you had signed up for & wish to downgrade this to a plan with a lesser data cap and/or monthly recurring fee, you shall incur a penalty fee equivalent to the difference between the monthly fee of the signed-up plan and new lower plan. This penalty fee shall be applied for the remaining months of the initial six (6) month term.
- 8.20. You cannot temporarily suspend your account during contract period unless approved by TELECOM FIJI PTE LIMITED in writing.

9. EXCLUSION OF LIABILITY

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

10. INDEMNITIES

- 10.1. 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.

11. CONFIDENTIALITY

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

12. GOVERNING LAWS AND JURISDICTION

- 12.1. 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