

CONNECT INTERACTIVE AGREEMENT

CUSTOMER 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 | | |
| Contact Person | | | | | Email Address | | |
| 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. | |

*For example, www.company.com.fj, www.company.gov.fj, www.company.org.fj, www.company.com, www.company.org, www.company.net

WEB HOSTING PLANS

| <i>Please tick one</i> | <i>Web Storage or space (Up to)</i> | <i>Bandwidth</i> | <i>Email Accounts</i> | <i>Set Up Fee (once off)</i> | <i>Monthly Rental (VIP)</i> | <i>Yearly Rental (VIP)</i> | <i>Contract</i> |
|---|-------------------------------------|------------------|-----------------------|------------------------------|-----------------------------|----------------------------|-----------------|
| <input type="checkbox"/> Web Hosting Starter | 1 GB | 3 GB | 10 | \$24.17 | \$24.17 | \$290.04 | 1 year |
| <input type="checkbox"/> Web Hosting Budget | 3 GB | 10 GB | 25 | \$24.17 | \$48.40 | \$580.80 | 1 year |
| <input type="checkbox"/> Web Hosting Premium | 5 GB | 50 GB | 35 | \$24.17 | \$71.09 | \$853.08 | 1 year |
| <input type="checkbox"/> Web Hosting Ultimate | 10 GB | 100 GB | 50 | \$24.17 | \$94.78 | \$1,137.36 | 1 year |

FILE TRANSFER PROTOCOL (FTL) LOGIN DETAILS

| | | | |
|----------|--|----------|--|
| Username | | Password | |
|----------|--|----------|--|

Username to be 4 – 6 characters, a-z in lower case letters with first character an alphabet

Password to be 4 – 8 characters, a-z or 0-9 in lower case

ADDITIONAL WEB STORAGE/BANDWIDTH/EMAIL OPTIONS

| <i>Please Tick</i> | <i>Price</i> | <i>Quantity</i> |
|--|--|-----------------|
| <input type="checkbox"/> 100 MB Storage | \$10.22 + VAT/month per 100 MB | |
| <input type="checkbox"/> 1 GB Bandwidth | \$10.22 + VAT/month per 1 GB | |
| <input type="checkbox"/> 1 Email account | \$2.61 + VAT/month per email pop account | |

For more information call now on 112777 or visit www.connect.com.fj

EMAIL ADDRESS DETAILS

| Email Addresses | Username | Password (4-8 characters a – z lower case) |
|-----------------|----------|--|
| 1. | | |
| 2. | | |
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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 Connect 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 Connect Interactive Terms and Conditions.

.....
Name

Signature

Date
Stamp

Company

connect 

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CONNECT INTERACTIVE 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 and 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 the account/service has been inappropriately used.
- 1.9. We reserve the right to withdraw the service if deemed the quality degradation in service delivery has occurred due to circumstances beyond our control.

2. YOUR RESPONSIBILITY

- 2.1. You must keep your password confidential. You must notify us immediately if you lose your password or for password reset.
- 2.2. You are responsible for all equipment and software necessary to access the Service as well as the security of your data.
- 2.3. 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.
- 2.4. 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.
- 2.5. 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. WEB HOSTING

- 3.1. All Interactive web hosting accounts display a "Coming Soon" web page by default when activated. This page informs visitors that the Member has recently setup their account with Interactive. The "Coming Soon" default index web page may be removed by the Member at any time once they have access to the web server. The "Coming Soon" web page may include such things as, without limitation (i) links to additional products and services offered by Interactive (ii) advertisements for products and services offered by third-parties, and (iii) an internet search engine interface. All page error requests (such as 403 errors or 404 errors) direct traffic to a default Interactive error page. This page informs visitors that the page they are looking for cannot be found and it may include such things as, without limitation (i) links to additional products and services offered by Interactive, (ii) advertisements for products and services offered by third-parties, and (iii) an internet search engine interface.

4. EMAIL

- 4.1. Interactive email service provides customers with the capability to send and receive email via the Internet. The Advantage web hosting service includes the ability to create up to 10 email accounts with 5GB of combined email storage space. Interactive retains the right, at our sole discretion, to restrict the volume of messages transmitted or received by you in order to maintain the quality of our email services to other Members and to protect our computer systems. As owner and/or operator of the equipment and other resources utilized to provide services, Interactive has the legal right to block electronic communications from other entities on the Internet.
- 4.2. Interactive relies on the support of its sponsors and advertisers to help offset the cost of Services offered to Members. You acknowledge that as part of your Interactive service, advertisement sponsored email newsletters may be sent to Members and Interactive email service email accounts.
- 4.3. All outgoing email messages being sent from Interactive servers may carry email footer "Trailer Message" which may identify Interactive as your service provider as well as promote services offered by Interactive or services offered by third parties.

5. SERVER MAINTENANCE

- 5.1. 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.

6. RESPONSIBILITY

- 6.1. Interactive will not be responsible for any damages your business may suffer. Interactive makes no warranties of any kind, expressed or implied for services we provide.

Interactive disclaims any warranty or merchantability or fitness for a particular purpose. This includes loss of data resulting from delays, non-deliveries, wrong delivery, and any and all service interruptions caused by Interactive, its employees, suppliers, customers or any third party.

- 6.2. You, as Interactive customer, are solely responsible for the content stored on and served by your web site.

7. DOMAIN FORWARD

- 7.1. Domain forward provides the capability to re-direct visitors from an Interactive hosted website to another website or URL (uniform resource locator) location "Forward Destination" via HTML Meta tag function.
- 7.2. Domain forward is a free feature available to customers using Interactive Web Hosting services.
- 7.3. You acknowledge and agree that your use of Domain Forward is subject to the terms of this Agreement. You further acknowledge and agree that you may use Domain Forward to link your domain name to a Forward Destination, but you may not use Domain Forward for unlawful purposes, in violation of any applicable laws or regulations, in violation of Interactive rules or policies, or for the forwarding of a domain name not registered in your name, or the forwarding to an invalid Forward Destination.

8. TRANSFER HOSTING

- 8.1. You must notify Connect Interactive of/ to Transfer your hosting.
- 8.2. Request of Transfer will take 24 hours to complete.

9. DOMAIN REGISTRATION

- 9.1. Connect Interactive offers domain registration and renewal services. Connect Interactive processes registration and renewal services through these respective registrars at its discretion.
- 9.2. You agree that you may not transfer the domain name registration to another domain name registrar during the first sixty (60) days from the effective date of the initial domain name registration with Connect Interactive. You also agree that you may not transfer the domain name registration to another domain name registrar for a period of sixty (60) days following any successful transfer of the domain name or successful renewal of the domain name, and Interactive is authorized to deny any request for such a transfer. In addition, you agree that you may not transfer your domain name registration to another domain name registrar for sixty (60) days after there has been a change in your Account Organization Contact or Administrative Contact information or WHOIS information for the domain name.

10. TERMINATION OF AGREEMENT

- 10.1. We reserve the right to terminate this Agreement at any time if there is a breach of terms and conditions.
- 10.2. The service may be suspended or downgraded if we find that your volume usage pattern is irregular from your known usage pattern.
- 10.3. 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. You shall be liable for any charges up to the date of termination of service by either party.
- 10.4. 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.
- 10.5. 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.

11. EXCLUSION OF LIABILITY

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

12. INDEMNITIES

- 12.1. 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.

13. AGREEMENT VALIDITY

- 13.1. This agreement is between "You" (The Customer) and "Us" (Connect Internet Services).
- 13.2. The service (Broadband) is provided to you subject to Terms and Conditions of this agreement.
- 13.3. This agreement is valid from when you sign this "Connect Broadband Agreement" until the service is terminated by you or us.
- 13.4. This agreement period is for one year or 12 months commencing from the date of installation.
- 13.5. Termination of this contract before specified period of one year or 12 months will incur a penalty fee equivalent to three months rental.

14. CONFIDENTIALITY

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

15. GOVERNING LAWS AND JURISDICTION

- 15.1. 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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connect 

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