



PrePaid Internet Application Form

PO Box 106, Avarua
Ph: +682 29680
Fax: +682 21 123
Email: sales@telecom.co.ck



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Registration Details

Company Name

Charge Account (Cust. No. or Phone No.)

Full Name

Contact Number / Mobile No.

Username (eg: ppi23456 – ppi followed by ph#)

4 to 8 alphanumeric characters case sensitive - all lowercase characters.

**Password
(default 123456)**

6 to 9 alphanumeric characters case sensitive - all lowercase characters

Note: Prepaid Internet username to start with 'ppi' followed by the phone number nominated below.

PREPAID INTERNET SERVICE

Registration Fee: nil

Monthly Plan: \$7.50

Modem: Free Telecom supplied modem

Phone No:

To connect to

Location/Address:

Prepaid Internet is ideal for the budget conscious. No connection fees or additional bonds are required. To get started, you need an existing Telecom Account and a home line. A small monthly fee of \$7.50 applies and this will be charged to your Telecom account each month. Once connected, purchase E-Wifi Vouchers from any Telecom outlet, or E-Service Resellers at selected locations.

I acknowledge that I have read and agree to abide by the Telecom Cook Islands Oyster Internet Service Agreement Terms and Conditions which has been provided to me.

Name:

Authorisation Signature

Position:

Dated:

OFFICE USE ONLY:

Customer No.

Service Order No.

CREDIT
APPROVAL

Approved

Declined

Sign

Date

TCI STAFF:

Signature:

Name

Department

DATE:

TELECOM COOK ISLANDS OYSTER INTERNET SERVICE AGREEMENT

TERMS AND CONDITIONS

By signing this agreement, You have agreed to the terms and conditions set out below. Read them carefully. These terms and conditions are in addition to the terms and conditions of your existing contracts with TCI in respect of the telecommunications network. Unless noted otherwise, these terms and conditions apply both to dial-up internet access and to dedicated internet access services.

1. Definitions and Interpretation

(a) "Dedicated internet access Service" means a permanent connection to the internet with services billed by volume for the purposes of enabling You to have full-time access to the Internet (subject to interruption only as contemplated by these and other applicable terms and conditions of TCI).

(b) "Dial-up internet access service" means the computing and communication service provided by TCI known as the "Oyster Internet Service" which will function primarily as an Internet service provider affording such features and facilities and such data transmission and reception protocols as TCI may from time to time determine, in its absolute discretion, as appropriate;

(c) "TCI" means Telecom Cook Islands Limited and its staff; you and the Internet – Read this carefully, particularly if you are new to the Internet.

2. Your vulnerability in using the Internet

Although TCI provides access to the Internet and to other computers, it exercises no control over the nature of the data accessed, its suitability, its effect on Your equipment or the security of Your data; TCI accepts no liability whatsoever in respect of loss, damage or injury in respect of these matters and so they are matters entirely for You. TCI strongly recommends that You take steps to protect your hardware, software and any young users of your equipment, in your use of the Service. To the full extent permitted by law You access and use all data at Your own risk.

3. Use of Email Services.

You agree that Telecom may establish limits concerning use of any services (including Communication Services and email services) offered on its service, including without limitation, the maximum number of days that e-mail messages will be retained by the service, the maximum number of e-mail messages that may be sent from or received by an account on the service, the maximum size of an e-mail message that may be sent from or received by an account on the service, the maximum disk space that will be allotted on Telecom's servers on your behalf, and the maximum number of times and duration you may access the service in a given period of time. Current service limits in place are a maximum message size of 10Mbytes, messages of a higher size will be rejected from passing through the Telecom mail servers.

4. Our concern to ensure responsible use by You of our Service.

(a) TCI's telecommunications network may be used only for lawful purposes. Transmission, distribution or storage of any material in violation of any applicable law or regulation is prohibited. This includes, without limitation, material protected by copyright, trademark, trade secret or other intellectual property right used without proper authorization, and material that is obscene, defamatory, constitutes an illegal threat, or violates the export control laws of any country.

(b) Violations of the security of the TCI system or network or of any other system of network area breach of this Agreement and, in some circumstances, of Cook Islands law. TCI will investigate incidents involving violations and reserves the right to prosecute You for breaches of the law. Examples of security violations include (but are not limited to) unauthorized access to or use of data, systems or networks, including any attempt to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without express authorization of the owner of the system or network, unauthorized monitoring of data or traffic on any network or system without express authorization of the owner of the system or network, interference with service to any user, host or network including, without limitation, mail bombing, flooding, deliberate attempts to overload a system and broadcast attacks and the forging of any TCP-IP packet header or any part of the header information in an email or a newsgroup posting.

(c) Sending unsolicited mail messages, including, without limitation, commercial advertising and informational announcements, is explicitly prohibited. You shall not use another site's mail server to relay mail without the express permission of the site. Your posting the same or similar message to one or more newsgroups (the transmission of unsolicited electronic mail, also known as "SPAM") is prohibited.

5. TCI, as an internet service provider, provides both dial-up internet service and dedicated internet access service for the benefit of end-users of the Internet. In provisioning these services, TCI may assign You a static IP address. Under no circumstances can You reassign, resell, or misrepresent the use of this IP address. Under no circumstances shall you utilise the IP address to enable You or any other person to give the impression that You or they are a full Internet Service Provider. Nothing in this agreement shall prohibit the use of the IP address in connection with any internet café or similar physical establishment which provides online access to customers attending those premises for casual email services or casual access to the internet generally.

6. You breach this Agreement even if the terms and conditions of this clause are breached by You indirectly, or by a third party using Your equipment or on Your behalf, or if You or any such person does anything which TCI reasonably believes is an attempt to do anything in breach of this clause.

7. Obligations and Liability of TCI

(a) TCI will use its best endeavors to provide the Service to You on 24hours daily and will (subject to the terms of this contract) provide the Service with due care and skill. You acknowledge that the Service is not fault free and relies on factors outside the control of TCI and that TCI is unable to assure the content, context or confidentiality of any communications made using the Service. TCI is not able to provide support for software downloaded from the Internet or otherwise not supplied by TCI.

8. Except as provided by this clause 7, under no circumstances will TCI, or its employees, be liable in contract, tort, or otherwise, to compensate You for any loss, injury or damage arising directly or indirectly from,

- (a) Any act, omission, error, default or delay on TCI or its employees, or
- (b) Any act, omission, error, default or delay in respect of the provision of the Service, or
- (c) Any failure of the Service, or
- (d) Any failure of anything provided as part of, or in association with the Service, whether the loss, injury or damage is the direct or indirect result of negligence or otherwise.

9. In any event, under no circumstances, will TCI or its employees, be liable to You in contract, tort, (including negligence) or otherwise for loss (whether direct or indirect) or lost profits, business or anticipated savings or for any indirect or consequential loss whatever in excess of the maximum liability under this contract which shall be a sum which is either, an amount equal to one month's basic charge for the Service or \$100 whichever is the lower.

10. No action, regardless of form, arising out of the contract may be bought by You against TCI more than one year after the cause of action has accrued.

11. TCI may from time to time without notice suspend any service or disconnect or deny You access to the Service during any technical failure, modification or maintenance involved in the Service provided that TCI will use reasonable endeavors to procure the resumption for the Service as soon as reasonably practicable. TCI may elect to terminate the Service at any time and in that event may terminate this contract upon the giving to you of not less than 24 hours notice in writing.

12. Payments. You shall make the payments prescribed in the schedule to TCI no later than twenty (20) days after receipt of an account from TCI. Failure to make payments on the due date shall entitle TCI, in addition to its other remedies, to charge interest on any outstanding moneys at 2% per month compounded monthly (28.8% per annum) until all outstanding moneys are paid. Payments shall be made for all use of the Service utilising your password or other access code, whether that use is authorised by You or not. Treat your password or access code as confidential information at all times.

13. Default by You. If You fail to pay any charge when due or if You commit any other breach of this contract and that breach is not corrected within 7 days after written notice of such failure or breach is given to You, TCI shall be entitled to do any or all of the following:

- (a) Terminate this contract and immediately disconnect the Service, without the need of any further legal process; and retain any moneys paid by You to TCI as liquidated damages, or
- (b) Require immediate payment of any or all outstanding charges; and
- (c) Immediately enter Your premises and recover any equipment supplied by TCI in connection with the Service. TCI shall not be liable for any loss, cost damage or expense arising from any action it is required to take to carry out such removal.

14. Upon termination by TCI the whole outstanding balance of the total charges payable by You shall immediately become due and payable to TCI.

15. All remedies in this clause 4 shall be without prejudice to any other rights TCI may have under this contract or applicable law or under any other contract with You.

16. In addition to the other terms of this contract the following circumstances shall be regarded as breaches by You of its terms:

- (a) You have made an assignment for the benefit of Your creditors, or
- (b) You become unable to pay your debts as they fall due or go into receivership or liquidation, or
- (c) You or any user of Your equipment uses the Service for any illegal purpose.
- (d) Except as otherwise expressly permitted in writing, You or any user of your equipment reproduces, redistributes, retransmits, publishes or otherwise transfers or commercially exploits any information received through the Service in any way which is either in breach of any applicable copyright or which is competitive to the Service (and for the avoidance of doubt You acknowledge and agree that "Oyster" is the trade name of the Service and that all rights in that name and its use in connection with the provision of a service to computer users are the exclusive property of TCI).

17. Assignment and dealings with contract and Service

17.1 You may not assign the contract or any benefit or obligation of this contract except with the prior written consent of TCI, which consent shall not be unreasonably withheld.

17.2 TCI may without notice assign the contract or any benefit or obligation of this contract to any person, but as between You and TCI any such assignment shall not prevent TCI exercising any right or claiming any benefit, protection, or indemnity under this contract

18. Termination by You

18.1 You may terminate this contract and this contract shall be terminated by TCI within 24 hours of TCI receiving from You written notice requesting termination.

18.2 Upon termination by You after commencement of installation work by TCI in respect of the Service, TCI may at its absolute discretion require You to pay a termination charge to recover its expenses (charged at its usual rates for the provision of installation work)

19. The Contract

19.1 This written contract constitutes the entire contract between the parties. No oral or written representation, inducement, statement or promise made by or on behalf of either party and not contained herein shall be relied upon or binding.

19.2 TCI may modify the terms as applying to this Contract, the pricing structure for the Service or the terms of the operation by written notice to you or, its discretion, by general notice on a page of the Internet referred to as the Oyster Home Page, and any use after that publication will constitute an acceptance of that modification.

19.3 All clauses of this Contract shall survive termination of this contract and may be sued on accordingly, and no termination shall affect the rights, whether accrued or not, of either party.

19.4 This Agreement is governed by the laws of the Cook Islands and the parties submit to the jurisdiction of the Cook Islands Courts.