

# ZOOM Wireless Broadband Internet Special Form

## Personal Information - RESIDENTIAL USER

First Name:	Last Name:
Provide ALL Information Listed Below: Identification type: <input type="checkbox"/> Valid Passport / <input type="checkbox"/> Valid Driver's Licence No: _____ <input type="checkbox"/> Other _____ (please specify) Identification number: _____	

Physical Address:		
Postal Address:		
Telephone:	Mobile:	Email:

### Payment Details

Initial Payment Method: <input type="checkbox"/> Cheque <input type="checkbox"/> Cash <input type="checkbox"/> Credit Card <input type="checkbox"/> EFTPOS	TOTAL SIGNUP COST: \$ _____
Please Select One: <input type="checkbox"/> Salary Deduction <input type="checkbox"/> Bank Deduction <input type="checkbox"/> Fortnightly <input type="checkbox"/> Monthly	

### Access Details

<b>Login Details</b>	
Requested Login Username: _____	Requested Login Password : _____
Please confirm an email address for billing purposes: _____	
Do you wish to create a samoa.ws email account?	Yes <input type="checkbox"/> No <input type="checkbox"/>
Requested Email Username: _____	Requested Email Password: _____

## Personal Information - Co-CUSTOMER

First Name:	Last Name:
Provide ALL Information Listed Below: Identification type: <input type="checkbox"/> Valid Passport / <input type="checkbox"/> Valid Driver's Licence No: _____ <input type="checkbox"/> Other _____ (please specify) Identification number: _____	

Physical Address:		
Postal Address:		
Telephone:	Mobile:	Email:

Initial Payment Method: <input type="checkbox"/> Cheque <input type="checkbox"/> Cash <input type="checkbox"/> Credit Card <input type="checkbox"/> EFTPOS	TOTAL SIGNUP COST: \$ _____
Please Select One: <input type="checkbox"/> Salary Deduction <input type="checkbox"/> Bank Deduction <input type="checkbox"/> Fortnightly <input type="checkbox"/> Monthly	

# Zoom Terms and Conditions

## 1.1 Fees and Payments

### Payment Due Upon Signature

a. First monthly payment	\$ 169.00 (incl VAGST).
b. Sign-up Fee	\$ 300.00 (incl VAGST).
c. Extended Hardware Warranty (Optional)	\$ 150.00 (incl VAGST).
Total	\$ _____ (ex VAGST).

## 1.2 Invoices

Invoices are despatched monthly by email. It is the responsibility of the customer to ensure that Zoom has the Customer's current email address.

Non-receipt of invoice does not nullify the Customer's obligation to make payments that are due.

For payments due in the second and subsequent months of the term, the invoice is made up of two (2) components.

One component is the charge of \$169.00 (incl VAGST) due on the 1<sup>st</sup> day of each month, representing payment in advance, for the 1GB of data per month as agreed in this Plan.

The other component reflects any data usage, in the month (or months) prior to the invoice date, which exceeded the 1GB of data per month. This component of the invoice is due within ten (10) business days of the date of the invoice.

All payments are to be made in Samoan Tala.

## 1.3 Consequences of non-payment

If payments are not made when due, Zoom may impose a penalty fee of \_\_\_\_ % per annum (calculated daily) of the overdue balance for each calendar day that the overdue amount remains unpaid.

If after thirty (30) consecutive calendar days the account remains unpaid, Zoom may at its sole discretion terminate this Plan or withhold/suspend the actioning of its obligations, without terminating this Plan (or the Customer's obligations), and pursue all legal remedies available to it under law, at the Customer's expense.

To reinstate a service that has been withheld/suspended, a fee of \$ \_\_\_\_\_ (ex VAGST) must be paid to Zoom.

Any fees (e.g. bank fees) associated with cheques returned unpaid will be passed to the Customer. Zoom will also charge a \$ \_\_\_\_\_ (ex VAGST) handling/administrative fee for cheques returned unpaid.

## 2.0 TERM

The initial term of this Plan is twenty-four (24) months, beginning on the 1<sup>st</sup> day of the next month from the date of signature of this Plan.

After the initial term, in the absence of some other agreement, this Plan shall automatically renew month by month until terminated by either party.

## 3.0 PROVIDER'S RESPONSIBILITIES

Zoom will provide

- internet connectivity for the Customer,
- at least five (5) email accounts,
- a brand new Toshiba Satellite Pro L500 Laptop and a CPE modem.

## 4.0 CUSTOMER'S AND CO-CUSTOMER'S RESPONSIBILITIES/OBLIGATIONS

### 4.1 Payment

The customer is responsible for making all payments by the time they fall due.

### 4.2 Joint and Several Liability

If a Co-Customer signs this Plan, the Customer and Co-Customer are jointly and severally liable for the performance of all of the Customer's obligations and responsibilities under this Plan.

### 4.3 Indemnification

The Customer shall defend, indemnify, save and hold Zoom harmless from any and all damages, demands, liabilities, losses, costs and claims asserted against Zoom, its agents, its customers, servants, officers and employees, that may arise or result from the Customer's and/or a third party's use (whether such third party use is authorised or not by the Customer) of the services and/or hardware provided by Zoom; or that may arise from the Customer's and/or a third party's installation (whether such third party installation is authorised or not by the Customer) of pirated or unlicensed material – in whatever form – on the hardware provided by Zoom.

### 4.4 Standard of Care

During the course of the initial term the Customer must ensure that the hardware remains in a fully functional and presentable state, consistent with the state (allowing for normal wear and tear and normal usage) in which the hardware was received by the Customer on signature of this plan.

### 4.6 Damage Repair

The customer is responsible for all repairs to the hardware that are not the result of normal wear and tear and/or not the result of normal usage.

All repairs must be made with Original Equipment Manufacturer parts or those of equal quality.

The Customer's use or repair of the hardware must not invalidate any warranty.

### 4.7 Loss or Destruction

If the hardware is stolen or destroyed during the initial term of the Plan,

the Plan is not terminated and the Customer must pay to Zoom

- all amounts then due under the plan,
- the replacement value of the hardware calculated in accordance with clause 9.

Zoom may, at its sole discretion and with or without additional conditions, provide further hardware for the Customer's use during the remainder of the initial term.

## 4.8 Charges and Assignments

The Customer will keep the hardware free of all charges, liens and encumbrances.

The Customer will not assign any interest in the Plan or the hardware without Zoom's prior written consent.

## 4.9 Prohibited Uses

The Customer shall not use the services or hardware provided under this Plan in violation of Zoom's 'Usage Policy' which can be viewed online at [www.zoom.ws](http://www.zoom.ws).

The Customer shall not use or permit others to use the hardware

- in any manner inconsistent with the manufacturer's usage guidelines (included with laptop packaging),
- in violation of any law,
- outside of the Independent State of Samoa for more than thirty (30) days without Zoom's prior written consent.

## 5.0 PROHIBITED USERS

This Plan is available only for residential users and is further limited to one (1) Plan per household.

The Plan is not available for use by businesses, organisations, government or semi-government bodies.

## 6.0 INTERNET CONNECTIVITY

### 6.1 Authorised Geographical Usage Areas

This plan allows the Customer to connect to the internet from within the allocated (determined by the Customer's recorded residential address) geographical sector.

A graphic of the sector boundaries can be viewed online at [www.zoom.ws](http://www.zoom.ws) and forms part of this Plan.

### 6.2 Guarantees

Zoom provides guarantees in relation to Network Latency, Network Packet Delivery, and Service Quality which can be viewed online at [www.zoom.ws](http://www.zoom.ws) and form part of this Plan.

## 7.0 EMAIL ACCOUNTS

### 7.1 Ownership

All email accounts provided under this plan remain the property of Zoom at all times.

### 7.2 Termination of email accounts

Zoom, at its sole discretion, may terminate any email account without necessarily terminating the Plan.

## 8.0 HARDWARE

### 8.1 Hardware Maintenance

The hardware provided under this Plan is covered by a one (1) year manufacturer's warranty. A copy of the manufacturer's warranty is included in the hardware packaging.

There may be costs for the Customer, e.g. return shipment to manufacturer, associated with the enforcement of the manufacturer's warranty.

As an optional extra, Zoom can provide an additional (one) 1 year hardware warranty for a one-off fee of \$150.00.

### 8.2 Ownership

At all times during the initial term of the Plan, all hardware supplied under this Plan remains the property of Zoom.

At the conclusion of the initial term of the Plan, regardless of whether the term is extended or not, as long as the Customer is not in default in any way under this Plan, the Customer will be entitled to take title of the laptop hardware provided under this Plan.

### 8.3 Pre-loaded OEM software and freeware

Zoom provides the hardware preloaded with an Original Equipment Manufacturer licensed operating system and freeware **only**.

Zoom provides no support for any pre-loaded software.

In terms of support and/or licensing, Zoom accepts no responsibility for any software loaded by the Customer or a third party (regardless of whether the third party was authorised or not by the Customer) on to the hardware provided under this Plan.

## 9.0 ELECTRICITY/TELEPHONY CHARGES

This Plan includes neither electricity nor telephony services that may also be required to access the internet. Both electricity and telephony services are supplied and charged by other separate and unrelated (to Zoom) organisations.

## 10.0 LIMITED LIABILITY

Under no circumstances, including negligence, shall Zoom, its officers, agents or anyone else involved in creating, producing or distributing the Service and/or hardware agreed under this Plan be liable to the Customer or any third party, for any claims, causes of action or damages, that result or are alleged to have resulted from the use of or inability to use the Service and/or hardware; or that results from mistakes, omissions, interruptions, deletion of files, loss of data, errors, defects, delays in operations, or transmission or any failure of performance, whether or not limited to acts of God, communications failure, theft, destruction or unauthorized access to Zoom's records,

programs or services.

Additionally Zoom shall have no responsibility whatsoever to the Customer or any 3<sup>rd</sup> party for the accuracy or quality of information obtained through or in connection with the service and/or hardware provided under this Plan.

The Customer's exclusive remedies for all damages, losses, costs or causes of actions from any and all claims, whether under contract, quasi-contract, statutory rights, tort (including negligence), or otherwise, shall not exceed the aggregate tala amount which the Customer paid during the twelve (12) months immediately preceding the claim or the initial term of this Plan, whichever is less.

**11.0 TERMINATION**

**11.1 Initial Term**

During the course of the initial term, this Plan may be terminated:

- (i) by the customer
  - a. at thirty (30) calendar days prior written notice and
  - b. the payment of a termination fee and
  - c. the return or purchase of the hardware
- (ii) by Zoom, without cause, by giving the other party thirty (30) calendar days prior written notice, such termination requiring the return of the hardware;
- (iii) by Zoom at any time, upon ten (10) calendar days prior written notice if in the sole judgment of Zoom, the Customer breaches any material provision of this Plan or is in default and has not remedied the situation by the end of the ten (10) days, such termination requiring the return of the hardware;
- (iv) by Zoom at any time in the event of non-payment by Customer, such termination requiring the return of the hardware and
- (v) by Zoom, at any time, without notice, if, in Zoom' sole judgment, the Customer is in violation of any terms or conditions of Zoom's 'Usage Policy', such termination requiring the return of the hardware,
- (vi) by either party in the event of a force majeure, with the Customer still obligated to pay for services provided up until the time of the force majeure

The termination fee is calculated in accordance with the formula

$(0.3 \times \#MRP \times MPR) + AAOIA + VAGST$

Where

- #MRP = Number of months remaining in the Plan
- MPR = Monthly Plan rate
- AAOIA = Any amount owing and in arrears
- VAGST = Value added goods and services tax

All hardware returned must be returned in a fully functional and presentable state, consistent with the state (allowing for normal wear and tear and normal usage) in which the hardware was received by the Customer on signature of this plan.

If the hardware is not in an acceptable state Zoom may reject its return and demand payment at its replacement value.

The hardware purchase price (and replacement value) is calculated in accordance with the following formula

$BNRP - 0.4 \times PPM$

Where

- BNRP = Brand new retail price
- PPM = Payments made toward Plan up to termination date

**11.2 Post-Initial Term**

After the initial term, this Plan may be terminated:

- (i) by the customer at thirty (30) calendar days prior written notice
- (ii) by Zoom, without cause, by giving the other party thirty (30) calendar days prior written notice;
- (iii) by Zoom at any time, upon ten (10) calendar days prior written notice if in the sole judgment of Zoom, the Customer breaches any material provision of this Plan or is in default and has not remedied the situation by the end of the ten (10) days;
- (iv) by Zoom at any time in the event of non-payment by Customer; and
- (v) by Zoom, at any time, without notice, if, in Zoom' sole judgment, the Customer is in violation of any terms or conditions of Zoom's 'Usage Policy'.
- (vi) by either party in the event of a force majeure, with the Customer still obligated to pay for services provided up until the time of the force majeure

**12.0 DEFAULT**

The Customer will be in default if

- a) Payments are not made when due, or

- b) a bankruptcy petition is filed by or against the Customer, or
- c) The Customer has provided false or misleading material information when applying for this Plan, or
- d) The Customer fails in any of its responsibilities under this Plan.

**13.0 MISCELLANEOUS**

This Plan records the parties' agreement. There is no other agreement. Any change in this Plan must be in writing and signed by the Customer, Co-Customer (if required) and an authorised Zoom representative.

If any provision of this Plan is held to be invalid by a court of competent jurisdiction, then the remaining provisions shall nevertheless continue in full force and effect.

The Customer may not transfer or assign this Plan without Zoom' prior written consent.

This Plan shall be governed by the laws of the Independent State of Samoa.

**14.0 DECLARATION**

I, \_\_\_\_\_, and \_\_\_\_\_ have read, understand and agree to the terms and conditions of this Plan. I/we understand that to access this Plan we must pay for the Plan for a minimum of twelve (12) months. I/we also warrant that all the information provided here is true and accurate.

By signing, the Customer (or Customer and Co-Customer) agree to the terms and conditions of this Plan.

Customer Name: \_\_\_\_\_

Date: \_\_\_\_\_ / \_\_\_\_\_ / 20\_\_\_\_\_

Signature: \_\_\_\_\_

Co-Customer: \_\_\_\_\_

Date: \_\_\_\_\_ / \_\_\_\_\_ / 20\_\_\_\_\_

Signature: \_\_\_\_\_

Authorized Zoom Representative: \_\_\_\_\_

Date: \_\_\_\_\_ / \_\_\_\_\_ / 20\_\_\_\_\_

Signature: \_\_\_\_\_

