

# UNWIRED AXXCESS CONTRACT AGREEMENT

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unwired aXXcess

Date: \_\_\_\_\_, 2010.

**COMPLETE THE FOLLOWING (Tick all that apply. Fill in relevant details where applicable)****Intended/Required Internet Usage?**

EMAIL |  SURFING |  FILE TRANSFERS |  VOICE/VOIP/SKYPE |  VIDEO CONFERENCING |  ONLINE GAMING  
 MULTICASTING (MP3, STREAMING, MOVIES) |  WEBSITE DEVELOPMENT/MGT/HOSTING |  INSTANT MESSAGING  
 NEWSGROUPS |  VPN/RDP ACCESS |  REAL TIME SERVICES (financial feeds, news, stocks) |  OTHER/ PEER TO PEER (specify)

**PRIMARY DETAILS (Please use block letters)****COMPANY DETAILS**

Company Name \_\_\_\_\_ (please attach copy of biz lic., with TIN#)

**ADDITIONAL DETAILS**

First Name \_\_\_\_\_ Last Name \_\_\_\_\_

Install Address \_\_\_\_\_

Postal Address \_\_\_\_\_

Phone \_\_\_\_\_ Mobile \_\_\_\_\_ Fax \_\_\_\_\_

Current/Existing Email \_\_\_\_\_  SEND BILLING NOTICES HERE**INSTALLATION DETAILS (Tick all that apply, in consultation with your sales representative)** **BLADE INSTALL |  JUPITER INSTALL**

Coverage Zone Acceptable |  Burglar Grills/Bars |  Tinted Windows |  Mosquito/Fly Screening |  Dense/Lots of Follilage  
 Man-made obstructions (large structures, metallic structures, sheds, warehouses, scaffolding, hurricane or security shutters)  
 Geographic obstructions (dipping landscapes, below street level, on a slope, valley, hillside blocking)  
 Roof access available |  Landlord approval required |  Ladder required

Sign/Initial: \_\_\_\_\_

**CHOOSE YOUR SERVICE PLAN (Unwired may suggest suitable alternatives, tick applicable choices)****Unwired Business aXXcess**

Bandwidth	Throttle	Cap(MB)	Contract	Monthly
<input type="checkbox"/> 128 kbps	64/64	5000	24 Months	\$150
<input type="checkbox"/> 256 kbps	64/64	7500	24 Months	\$200
<input type="checkbox"/> 512 kbps	64/64	12500	24 Months	\$300
<input type="checkbox"/> 768 kbps	64/64	17000	24 Months	\$375
<input type="checkbox"/> 1024 kbps	64/64	20000	24 Months	\$500

**\*DATA CAP ON DOWNLOADS ONLY\*****\*\*EXCESS DATA CAP OPTIONS - Select an option to activate once you have reached your usage limit** Throttle Bandwidth to 64/64kbps (Conditions Apply) Charge Excess @ 6 cents per MB

aXXcess INSTALLATION / ACTIVATION		CALCULATOR		
		PLAN	QTY	TOTAL
<input type="checkbox"/> One Off	\$499.00	Service	\$	\$
<input type="checkbox"/> 6 Month Installments	\$100.00	CPE	\$	\$
<input type="checkbox"/> 9 Month Installments	\$75.00	Initial Signup Cost		\$
<b>RECURRING COST</b>				

Total due each month

Amount due on initial signup (CPE + First Month of Service). \*to be paid prior to install

Sales Executive: \_\_\_\_\_

**MODES OF PAYMENT (for office use—filled by Unwired—tick all that apply for both initial and recurring pay-**

**INITIAL PAYMENT:**      Cheque | Cash | Credit Card | EftPOS | LPO  
**RECURRING PAYMENT:**    Direct Debit | e-Banking | Cheque | Cash | Credit Card | EftPOS  
LPO only accepted for initial payment, on business accounts, subject to mgt approval and credit reference check.  
LPO not valid for recurring monthly service payments. Personal cheque subject to credit check and approval  
Apply VAT Exemption | Other (see attached detail sheet)

**JUST A FEW QUESTIONS TO HELP US IMPROVE & SERVE YOU BETTER**

*Did our sales experience meet your expectations?*  
UNSATISFACTORY | SATISFACTORY | VERY GOOD | EXCELLENT | ABOVE EXPECTATIONS

**Any Suggestions for improving our customer service?**

.....  
**Would you refer Unwired to others?** YES NO If yes, name at least 2 references with contact details:

Ref Name/Company:.....

Contact Phone..... Contact Email.....

Ref Name/Company:.....

**CONTRACT TERMS AND CONDITIONS: (Summary of key points...for detailed outline refer to extended T&C)**

The Standard Terms and Conditions and Acceptable Usage Policy remains applicable. In these Terms: 'you' and 'your' mean the customer (you!). This in addition to:

1. This agreement applies to a service term of **24MONTHS**.
2. The initially chosen Service Plan has to be maintained for duration of the listed contract term.
3. Upgrading to higher level service plans is allowed at any time during contracted term. Downgrading to a plan lower than initial signup plan is not allowed.
4. Unwired reserves the right to make changes to its terms and conditions, prices and service features. A 30 day notice will be communicated to customers via email, and one on one meetings with your account executives. During this 30 day period customer reserves the right to cancel service if they are in disagreement without any penalty. However, should we not receive any notice during this 30 day period, Unwired will assume that the changes have been fully understood and accepted and the remaining contract period and terms and conditions continue henceforth.
5. Cancellation of service prior to the full term being reached is subject to a cancellation penalty: said cancellation penalty being the equivalent of your original activation fee at time of signup and 2 months subscription plus any outstanding service or usage charges due at time of cancellation notice.
6. You are required to provide a minimum of 30 days notice for cancellation of service. Failure to provide notice within that timeframe will constitute a continuance of the service & recurring charges will apply. If a renewal bill has been issued prior to receipt of notice, that bill is due and payable prior to cancellation.
7. Service will be installed within 48 Hours of Signup and after receipt of initial payment unless restricted. Installation restrictions will only be due to OHS regulations disallowing this type of work during hazardous weather (rain and strong winds). Install time may be extended until such time the weather permits.
8. Accounts are active on date installed. All billing is electronically sent to the nominated email address 10 days in advance of due date.
9. Unwired aXXcess equipments shall be monitored and maintained on a regular basis by our trained technicians and should not at any time be handled, moved, dismantled or any such action such as to physically change it's orientation or position by you or any third party in any attempt to repair and / or relocate it.
10. Procurement, installation and maintenance of any additional equipment and/or software necessary to implement the service other than that being provided by Unwired Fiji for the service shall be at your sole expense.
11. Excess Data Cap Options. Depending on the option you have selected, one of the following will apply:
  - Throttle Bandwidth: once usage cap has been reached, your bandwidth will be throttled to 64/64kbps for the remainder of your billing cycle until its renewal. Excess usage will be charged at 6cents(VIP) per megabyte.
  - Charge Excess: service plan remains the same when data cap has been reached. Usage in excess of monthly quota will be charged at 15cents (VIP) per megabyte.
12. All equipments supplied by us for the successful delivery of our services shall remain the property of Unwired. Upon ceasing your service with us, all equipment must be returned in the original boxed package with all original included items and in working condition. Non-compliance with this clause may result in additional fees for replacement or repair.
13. Damage to Unwired aXXcess equipments due to non-compliance to these terms and conditions will subject you to repair damage and replacement costs of no less than \$750 depending on the severity of the damage and replacement requirements.

- I, the undersigned hereby certify that the information provided is factual & correct to the best of my knowledge.
- I hereby authorize Unwired to perform all necessary credit/reference checks and activities towards approval of account.
- I certify and confirm that I have fully read, understand and accept all Terms and Conditions of service as provided by Unwired Fiji and am in agreement with, and full acceptance of the total listed requirements (financial and contractual) for the chosen service offering & accessories or additional requirements as detailed on this application form.

PRINT NAME:..... SIGNATURE:.....

DATE:..... COMPANY SEAL/STAMP:

**THANK YOU FOR CHOOSING UNWIRED AS YOUR INTERNET SERVICE PROVIDER.**

**SHOULD YOU HAVE ANY PROBLEMS PLEASE CONTACT OUR CUSTOMER CARE CENTRE:**

**0800 327 5040**

**HELPDESK HOURS ARE WEEKDAYS: 8am-10pm, SATURDAYS: 830am-8pm, SUNDAYS: 10am-2pm**