

# **Application Form**

Customer Info				Account #			
Name:				-			
Address:							
Tel Home:		Tel Work:		Cell:			
Email:							
Service							
Package	Bandwidth	Phone	Monthly	Installation	Features		
Bundled Basic	5Mb/1.2Mb	International	\$49 *	\$150.00	Free Local dailing & Calling Features		
Bundled Pro	10Mb/1.2Mb	International	\$89 *	\$150.00	Free Local dailing & Calling Features		
Bundled Supreme	15Mb/5Mb	International	\$139*	\$150.00	Free Local dailing & Calling Features		
Bundled Ultra	20Mb/10Mb	International	\$179*	\$150.00	Free Local dailing & Calling Features		
Bundle Xtreme	40Mb/10Mb	International	\$219*	\$150.00	Free Local dailing & Calling Features		
*Plus Tax & Fees  The actual download speed that you experience will vary and may be lower than your connection speed after accounting for factors such as the length and the condition of your telephone line; the condition of wiring inside your location; computer configuration; telephone network or Internet congestion; and the server speeds of Websites you access, amoung other factors. Not all customers qualify for all speeds. Additional terms or condtions may apply. Customer is responsible for the modem upon installation. Replacement of ADSL equipment will be at the customer's expense. Unplug your equipment during any lightening storms. Each residential package is limited to a maximum of 4 users. More that 4 users will have to sign up for a residential group installation. Customer will be responsible for a their personal routers. Satel is responsible for providing ADSL sevice to the modem. The customer is responsible for their router connection.							
Authorization							
I acknowledge system requirements							
Signature:				Date:			

Terms and Condtions: Defintions

"The Provider" means Saba Telephone Co N.V.

"Service" means asymetric digital subscriber line access to the worldwide computer network known as internet including computer resources, disk storage and computer communication resources.

"Customer" means the user of this Service who pays fees to Saba Telephone Co N.V,

#### Provision of Service:

The provider shall provide the Customer with the Service. The Service shall generally be available 24 hours a day, seven days a week except for service maintnance times which the Provider will advise to Customer from time to time.

The Provider shall provide Customer with a Login ID code, unique password, telephone number & other login information that id required to enable connection to the Service.

## Charges

The charges for using the Service are detailed in this Agreement. The Provider retains the right to alter these charges from time to time and shall give the Customer one months written notice, by letter, fax or email, of any such alterations. Minimum contract period is 6 months. Early contract termination penalties will apply.

#### **Customer Responibilities:**

The Customer agrees to provide the telephone line, modem, computer and software as necessary to access the service. The Customer agrees not to assign or otherwise transfer this Agreement or Customers rights under it, delegate Customers obligations or resell the Service.

The Customer is responsible for the selection and use of security features, non-disclosure of personal login information and backup of any information. The Customer is responsible for all use of the service accessed through the Customers password. Disclosure or loss of login information that incur charges or Service misuse is the Customers responsibily ans should be reported to The Provider as soon as possible.

The use of the Service is at the Customers sole risk and is entirely the Customers responsibity. The Provider does not and cannot monitor or control the content and information accessed via the Sevice and the Provider shall not be held responsible in any way for ant content or information accessed via the Service.

The Customer will not use the Service so as to interfere with or disrupt network users, services or equipment. Disruptions include but or not limited to distribution of unsolicited advertising, propagation of computer worms and viruses, using the network to make unauthorised entry to any other machine accessible via the Srevice, send harassing or threatening electronic mail or forgery or attempt forgery of electronic mail messages ans Usenet news postings.

The Customer agrees to refrain from mass postings to inappropriate Usenet newsgroups. The Customer agrees to refrain from mass, unsolicited emailings. The customer agrees to post adversisements only where appropriate, and in venues that specifically encourage or allow advertising. The Customer agrees to respect the conventions of the newsgroups, lists and networks to which the customer is posting, including rules more restrictive than, but not limited to the above.

The Service cannot be used by any individual or group of persons for any activities of an illegal or fraudulent manner including any activities prohibited under the Telecommunications Act of The Netherlands Antilles, or under other applicable laws and or unauthorised use of copyright material.

Certain Internet content accessed via the Service may contain material which the Customer may find inappropriate, offensive, inflammatory, or adult in nature. The Provider does not endorse such material and disclaims any and all liability for their content

The Customer hereby indemnifies The Provider in respect to any loss or damage action claim suit or proceeding against The Provider by any person arising out of the use of the Service by the Customer including but not limited to the transmission of any illegal and/ or fraudulent material.

### General Terms

The Provider may monitor or keep any records that the Provider deems necessary of Customer use of the Service.

The Provider does not warrant that the service will be uninterupted or error free, nor doe the Provider make any warranty as to the results obtained from the Service. The Service is provided without warranties of any kind, either expressed or implied, other than those warranties implies into this agreement by legislation such as the Trade Practices Act and which cannot be

other than those warranties implies into this agreement by legislation such as the Trade Practices Act and which cannot be excluded. To the extent permissable by law, The Provider excludes all liabity for any direct, indirect, special or consequential damages arising out of the supply or use of the Service or inability to use the Service and where such liability cannot be excluded. The Provide limits its liability, at its option, to the resupply or cost of resupply of the service.

## Termination

This agreement shall remain inplace until it is terminated by either Customer or The Provider by giving one months written notice. The Provider reserves the right to terminate the Service without notice if Customer misuses or abuses the Service or The Provider. What constitutes misuse or abuse of the Service is determined by The Provider.

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Signature of Customer:	Date:	