

AGREEMENT FOR THE PROVISION OF
KABOOM INTERNET SERVICE

The **Federated States of Micronesia Telecommunications Corporation**, hereinafter “**FSMTC**” and (Name of Applicant)
_____, hereinafter “**Customer**” agreed as follows:

1. **Corporation** agrees to provide **Customer** the following service(s):

- KABOOM GOLD
- KABOOM SILVER
- KABOOM BRONZE



Acceptable Use Policy. The acceptable use policy sets forth various actions that are not permitted by users of FSMTC IP products and services. CUSTOMER shall not, nor shall they permit nor assist others to abuse or fraudulently use FSMTC IP products and services, including but not limited to the following: 1. Sending or posting to any Usenet or other newsgroup, forum, e-mail mailing list or other similar group list that causes complaints from the recipients of such unsolicited e-mail; 2. Mailbombing or Spamming: Sending a large number of unsolicited e-mail messages within a short period of time to one or more individual e-mail accounts; or sending one unsolicited e-mail message to twenty or more individual e-mail users, where the message could reasonably be expected to cause complaints from some of the recipients; 3. Unauthorized attempts by a user to gain access to any account or computer resource not belonging to that user; 4. Obtaining or attempting to obtain service by any means or device with intent to avoid payment; 5. Unauthorized access, alteration, destruction, or any attempt thereof, of any information of any FSMTC customers or end-users by any means or device; 6. Knowingly engaging in any activity that will result in degradation of service (e.g., synchronized number sequence attacks) to any FSMTC customer or a member of the Internet community; 7. Using the FSMTC IP products and services to interfere with the use of the FSMTC network by other customers or authorized users, or in violation of the law or in aid of any unlawful act; 8. CUSTOMER is responsible for the activities of its end-users, and by accepting service from FSMTC, is agreeing to ensure that its users abide by this Policy. Complaints about an end-user will be forwarded to CUSTOMER for action. If any unacceptable activity continues then FSMTC may terminate, or take such other actions, as it deems appropriate with respect to such products or services without notice. FSMTC will not issue a service credit for any outages incurred through service disablement resulting from Policy violations. FSMTC will work together with other online and Internet service providers to deter and combat such abuses.

CHARGES. CUSTOMER agrees to pay the one-time installation charges and monthly service charges to FSMTC for the provision of services selected under this agreement. All charges and fees are subject to the same payment terms and conditions as CUSTOMER’s general telephone services with FSMTC. Service charges, fees, and the terms and conditions of this agreement will remain unchanged for the duration of the one-year minimum contract period. At the conclusion of the minimum contract period, FSMTC reserves the right to change the service charges, fees, and/or the terms and conditions of this agreement upon sixty (60) days written notice to CUSTOMER. If any change is unsatisfactory to CUSTOMER, it may choose to cancel the agreement by mailing written notice to FSMTC within thirty (30) days from the effective date of such change. In the event of such cancellation after written notice from CUSTOMER, service provision made prior to cancellation will be billed at the tariff rates prevailing prior to the change.

WARRANTY. FSMTC warrants that the services to be provided will be consistent with the specification of services outlined in this agreement. FSMTC shall not be liable for non-performance situations of less than 72 hours caused by circumstances beyond its control including, but not limited to, work stoppages of FSMTC employees or employees of others, fires, disruptions in the overall performance of the Internet network, interruptions in service due to cable failures, typhoons, civil disobedience, civil commotion, riots, rebellions, insurrections, acts of God and similar occurrences. In the event of service disruption exceeding 72 hours, prorated fees for line charges and IP Port services will be waived for the duration of the disruption. FSMTC will troubleshoot service and equipment up to where a service is terminated at the FSMTC’s provided CPE endpoint at no additional cost.

GENERAL. The extension of Internet access, as differentiated from access to CUSTOMER’s Local Area Networks by the Public Service Telephone Network (PSTN), or the resale of Internet access by CUSTOMER, through internal modems or other remote access devices or services, is excluded under the terms and conditions of this agreement. Should CUSTOMER require such facilities, a separate agreement will be negotiated to the satisfaction of both FSMTC and CUSTOMER. FSMTC reserves the right to terminate all services under this agreement with 24 hour written notice, should FSMTC have reasonable evidence to suspect such extension or resale of Internet services by CUSTOMER.

The service charges, terms and conditions shall constitute the entire agreement between CUSTOMER and FSMTC with respect to its subject matter, irrespective of inconsistent or additional terms and conditions in CUSTOMER’s internal contractual documents, or in any other document submitted to FSMTC by CUSTOMER or in representations made by FSMTC personnel.

Corporation

Date

Customer

Date