

AGREEMENT FOR THE PROVISION OF
THE TELECOMMUNICATION SERVICE

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

1. **Corporation** agrees to provide **Customer** the following services:

Telephone service – number(s) _____
DSL – number(s) _____
Others _____

2. **Corporation** shall assign **Customer** an account number, which may be the same as his / her telephone or different. **CUSTOMER** HEREBY EXPRESSLY AGREES TO BE RESPONSIBLE AND PAY FOR ALL CHARGES MADE AGAINST HIS/HER ACCOUNT AND/OR TELEPHONE WHETHER ORIGINATED AND REQUESTED BY **CUSTOMER** OR ANOTHER.

3. Payment for all services billed shall be made within 30 days from the date shown on the bill or invoice. In the event payment is not made within 30 days as required herein, **Customer** shall pay **Corporation** in addition to principal amount due, interest on the outstanding balance at the maximum rate allowed by the applicable usury law, and in the event no usury is not applicable, at the rate of 15% per annum. Services shall be billed and paid at the rate set forth in the applicable tariff, as it exists on the date of service use of the particular **Customer**. In the event, a particular service provided by the **Corporation** to the **Customer** is not covered by the **Corporation's** tariff, **Customer** agrees to pay the usual and customary charge for the service and in the event there is no usual and customary charge, a reasonable charge. **Corporation** reserves the right to disconnect and otherwise discontinue service in the event **Customer** fails to pay for service provided within 30 days from the date shown on the bill or invoice.

4. **Customer** hereby consents to **Corporation's** entry on **Customer's** property at reasonable times for purpose of hookup, maintenance and disconnection services.

5. Customer undertakes to protect **Corporation's** lines and equipment situated on **Customer** property. In the event of damage to **Corporation's** line or equipment situated on **Customer's** property, **Customer** agrees to be fully responsible and to pay the **Corporation** for repair or replacement of any such lines or equipment including the cost of materials, supplies, labor and equipment required for repair or replacement regardless of whether damage to the lines or equipment is the fault of **Customer** or another; provided however that **Customer** is not responsible for damage to **Corporation's** lines and equipment caused by natural disasters beyond the control of **Customer** such as typhoons, floods, etc.

6. The entire agreement between the parties is contained herein and no oral agreement inconsistent with the terms of this agreement is binding on parties.

7. The agreement is written in English and the principal language of the State in which **Customer** has secured services. In the event of a conflict between the English version of this agreement and the version written in the principal language of the State, the English version shall prevail.

8. This agreement shall take effect upon execution by **Customer** and where service was initiated prior to this agreement, its terms shall be retroactive back to the date on which **Corporation** initiated service for **Customer**.

9. **Corporation** hereby disclaims any and all liability whether based on tort, contract or any other form of liability for claims, which may be asserted as a consequence of use of the Calling Line Identification service hereby extended to **Customer**. Furthermore, **Customer** by purchasing and making use of Calling Line Identification hereby agrees to indemnify, defend and hold harmless the **Corporation**, their agents, servants and employees, and each of them, and all other persons, firms, corporations, associations, or partnerships, having any interest in or in any way connected with said **Corporation** from and against any and all loss, liability, and expense of whatsoever kind or nature, including but not limited to attorney's fees and expenses, which may arise from assertion by any person of any claim arising out of the use of the Calling Line Identification service hereby extended to **Customer**.

Corporation

Date

Customer

Date