

FSMTECH - USD Plans  
Broadband Order and Service Activation Form

Please fill out the form CLEARLY and in CAPITAL LETTERS  
Please ensure all pages including Terms of Service Policy are all submitted

<i>To be filled out by Kacific Authorized Distributor</i>														
Kacific Authorized Distributor	Company Name													
	Name of Reseller													
<i>To be filled out by End-User</i>														
Subscriber / End-User	Company Name													
	Company Address													
	City													
	State/Province													
	Primary Contacts	Technical Contact			Billing Contact									
	Name													
	Email													
Phone														
<b>PLEASE CHOOSE ONE PLAN BELOW</b>														
<b>Prepaid Monthly Speed Plans</b>														
Speed Plans [Unlimited]	<input type="checkbox"/>	EUUS-0029 <b>Gigstarter Simple</b> Small Residential  [up to 3Mbps/3Mbps] [Unlimited]	<input type="checkbox"/>	EUUS-0030 <b>Gigstarter Everyday</b> Small Residential  [up to 15Mbps/10Mbps] [Unlimited]	<input type="checkbox"/>	EUUS-0031 <b>Gigstarter Ultimate</b> Connect 4 User Plan  [up to 30Mbps/10Mbps] [Unlimited]	<input type="checkbox"/>	EUUS-0002 <b>Connect 7 User Plan</b>  [up to 50Mbps/15Mbps] [Unlimited]	<input type="checkbox"/>	EUUS-0003 <b>Connect 10 User Plan</b>  [up to 60Mbps/20Mbps] [Unlimited]	<input type="checkbox"/>	EUUS-0004 <b>Connect 25 User Plan</b>  [up to 70Mbps/20Mbps] [Unlimited]	<input type="checkbox"/>	EUUS-0005 <b>Connect 60 User Plan</b>  [up to 100Mbps/20Mbps] [Unlimited]
	MONTHLY CHARGES Incl GST/VAT	<input type="checkbox"/> USD 110	<input type="checkbox"/> USD 155	<input type="checkbox"/> USD 195	<input type="checkbox"/> USD 418	<input type="checkbox"/> USD 662	<input type="checkbox"/> USD 1,553	<input type="checkbox"/> USD 3,071						
<b>Prepaid Monthly Gigabyte Plans</b>														
Gigabyte Plans	<input type="checkbox"/>	<b>30 GB</b> EUUS – 30GB [up to 70Mbps/15Mbps]	<input type="checkbox"/>	<b>50 GB</b> EUUS – 50GB [up to 70Mbps/15Mbps]	<input type="checkbox"/>	<b>100 GB</b> EUUS – 100GB [up to 70Mbps/15Mbps]	<input type="checkbox"/>	<b>200 GB</b> EUUS – 200GB [up to 70Mbps/15Mbps]						
	Gigabyte Plans Cost Incl GST/VAT	USD 78 Incl GST/VAT	USD 125 Incl GST/VAT	USD 230 Incl GST/VAT	USD 420 Incl GST/VAT									
Special Terms	With a Prepaid Gigabyte Plan, the subscriber pays upfront for a chosen amount of data. That data can be used any time during a 1 month period following the date of purchase. Any unused data at the end of the month will be forfeited. When a subscriber has reached his quota of Gbyte purchased for the month, excess Gbytes consumed until the end of the month will be invoiced in the next billing cycle at the rate of US\$3 per Gbyte.													
Site Unique Name	GPS Coordinates of Terminal Installation	Newtec Modem Serial Number	Newtec Modem AIRMAC	Requested Date of Activation										
Payment Information	Payment Method	e.g. Wire Transfer		Beneficiary :										
	Currency	United States Dollar (USD)		Bank Name :										
	Inclusive of Taxes	Yes		SWIFT Code : Account Number :										
Equipment	Terminal			Price										
	<input type="checkbox"/> 1.2m antenna + 2010 modem + iLB3210 BUC terminal set													
	<input type="checkbox"/> 1.2m antenna + 2510 modem + 2W BUC terminal set													
	<input type="checkbox"/> 1.2m antenna + 2510 modem + 3W BUC terminal set													
	<input type="checkbox"/> Others : _____													
Delivery and/or Installation	<input type="checkbox"/> Local shipment to End-User address													
	<input type="checkbox"/> Installation service fee													

Total Charges in United States Dollar (USD)	
Total Monthly Service Charges (Incl GST/VAT)	
Total Equipment Charges	
Total Delivery and/or Installation Charges	
<b>GRAND TOTAL</b>	

I hereby certify that if the order is being placed by an existing legal entity, I am authorized to sign this contract and make a commitment on behalf of that legal entity. My signature and submission of this indicates that I have read, understood and agreed to the Terms of Service and the commitments related to the selected Service Plan.

<i>To be filled out by End-User</i>	
Company Name	
By ( Name / Title )	
Signed	
Date of Order	
Internal Reference Number	

**Please read these Terms of Service carefully** as they contain important information about:

- the Service, its use and limitations;
- the agreement between you as a Subscriber and your Service Provider;
- how to manage, change or terminate your contract;
- your subscription and Minimum Contract Period; and
- your Consumer Rights.

In particular, your attention is drawn to Section 4 – Prohibited Uses.

In summary, the Service Provider will only provide service to Subscribers who pay on time, comply with the law and do not behave in any way that is offensive to other users, abusive to the system or to the property of the Service or telecommunications infrastructure provider, or which degrades the Service for other users.

The Service Provider will use all reasonable efforts to provide the Service but, since the internet is a shared resource, no performance guarantee is given.

If your Order Form is accepted, agreement to these Terms of Service is required to use the Service. This version v1.1 from 24 March 2020 onward applies to all existing and new Subscribers.

## 1 Definitions

FSMTECH ("Service Provider"), is an internet service provider that is retailing internet connectivity delivered by the Kacific 1 satellite.

"Account" means the subscriber, service and account details registered by Subscriber and provided by the Service Provider in order to provide the Service to the Subscriber. Each account will be attached to a single Username with the ability to use the Service at a declared location (GPS coordinates) via a specific single Equipment set (including the modem with a specific MAC address), unless such equipment is being replaced for maintenance reasons and after notification to the Service Provider.

"Activation Charge" is the Charge payable to create a new Account. "Re-activation Charge" is the Charge payable to re-activate an Account which exists but has been terminated but not yet deleted from the Service Provider Accounts system.

"Charges" means the charges payable by the Subscriber, details of which are either publicised on a dedicated online portal of the Service Provider or provided by way of a written document to the Subscriber.

"Contract" means these terms and conditions and any documents referred to in them and the order forms including the Charges for the Service and any Promotional and Special Offer Terms and Conditions which may apply to particular orders and subscriptions at the time. A Contract is valid for a Service provided in a given country only.

"Equipment Set", "Equipment" and "Terminal" are equivalent terms describing the combination of dish and transceiver Outdoor Unit (ODU) and satellite modem Indoor Unit (IDU) and associated equipment type-approved and supplied by the Service Provider or supplied by any of its approved resellers.

"MAC address" or "MAC iD" means the unique Media Access Control address of the satellite modem device the Subscriber uses to access the Service as described in the Order Form.

"Minimum Contract Period" (MCP) means the period of time the Subscriber agrees to remain under Contract under the Order Form. Minimum Term and Minimum Contract Term references in other documents should be interpreted as "Minimum Contract Period". Unless specified otherwise in an Order Form, the Minimum Contract Period is one month.

"Order Form(s)" or "Order and Activation Form(s)" means the paper or electronic registration and payment forms respectively exchanged by email or via a dedicated online portal of the Service Provider and the subscription and equipment order forms submitted by the Subscriber with Subscriber details.

"Service" means the connectivity to the Internet via the Kacific1 satellite using a VSAT, or such other services as the Service Provider may offer and specifies on the Order Form; such Service may change from time to time.

"Start Date" means the date when the Subscriber agrees to be bound by these Terms and Conditions which shall be the later of the requested date of service as indicated on a duly filed Order Form and, if different, the date that the Service Provider confirms in writing that the Service has been successfully activated for the Subscriber.

"Subscriber" means the end user customer of the Service, sometimes referred to in this Policy as "you".

## 2 Introduction

This Terms of Service Policy (the "Policy") defines acceptable practices for the use of the Service by Subscribers. The Policy is designed to assist in protecting the Kacific1 network and Service (collectively, the "System") and Subscribers from improper and/or illegal activity over the Internet. The Service Provider reserves the right to update the Policy from time to time and will maintain the latest copy of the Policy on <https://www.fsmtech.fm>.

### 3 Agreement to Policy and Fair Usage

By using the Service, you acknowledge and agree to comply with the Policy and will fully cooperate with Kacific in any investigation regarding violations of the Policy. You also acknowledge and agree that the Service is sold to you under the assumption of reasonable data consumption and transmission, and that the Service Provider reserves the right to restrict or otherwise regulate the Service if your data consumption and transmission exceeds reasonably acceptable rates.

### 4 Prohibited Uses

The following uses of the Service are prohibited and will constitute violations of the Policy:

**Illegal Activity.** Subscribers may not use the Service for any activities that are unlawful under any applicable laws. This includes the transmission or access of information in violation of any applicable law or regulation.

**Unauthorized Access/Interference.** Subscribers may not use the Service to:

- interfere with or compromise the normal functioning, operation or security of, any portion of the System or any other satellite system, or any telecommunications network.
- engage in any activities that may interfere with the ability of others to access or use the Service.
- gain, or attempt to gain, access to the user accounts or passwords of other Subscribers.
- access, or attempt to access, the Service using transmission equipment that is not expressly approved in writing by the Service Provider.
- fraudulently conceal, forge or otherwise falsify a Subscriber's identity.
- transmit or collect responses via unsolicited commercial e-mail messages or deliberately send excessively large attachments to one or more recipients.
- intentionally transmit files containing a computer virus or corrupted data.
- attempt to circumvent or alter the processes or procedures to measure time, bandwidth utilization, or other methods to document use of the Service.
- Gain unauthorised access or control over a computer network security system for an illicit purpose
- engage in any other illegal or inappropriate activity or abuse of the Service (as determined by the Service Provider in its sole discretion), whether or not specifically listed in the Policy.

### 5 Payment

Subscriber agrees to pay the Charges for the Service, Equipment, installation and other items as described in the Order Form. Payments shall be made in full in the indicated currency and net of all banking charges. The following additional terms will apply:

- Activation Charges if any will accrue on the Start Date and will be invoiced with the first monthly invoice.
- Monthly charges are payable in advance and will be invoiced on or before the 16<sup>th</sup> of each preceding month (or on any Start Date if it occurs between the 17<sup>th</sup> and end of the month).
- Subscriber may notify by email [info@fsmtech.fm](mailto:info@fsmtech.fm) by the 15<sup>th</sup> of each month if he/she wishes to pay several months of monthly fees in advance in order to limit the banking fees or for convenience.
- Subscriber may terminate the service by notifying the Service Provider by email at [info@fsmtech.fm](mailto:info@fsmtech.fm) by the 15<sup>th</sup> of each month, for this termination to take effect on the last day of such month. Past this date, termination will take effect at the end of the next month, and Subscriber agrees to pay full monthly fees for that next month.
- Subscribers terminating the Contract by due notification during the month of the Start Date will be liable for a full month of Monthly Charges.
- Upon termination, Early Termination Charges, as per the Order Form, may accrue and be invoiced.
- The default payment method is wire transfer to the account indicated on the Order Form, unless other methods are proposed on this Order Form or on the online Portal specified by the Service Provider.
- Unless specified in the Order Form, there are no financial penalties for migrating to a different service plan offered by the Service Provider however notification of such change must be made in writing to the Service Provider no later than the 21<sup>st</sup> of the month in order to be effected on the first day of the next month. Subscriber must however ensure that its Equipment Set complies with the technical requirement of the new plan or contact the Service Provider to buy an equipment upgrade, failing which the Service Provider reserves the right not to enable the change to the new service Plan.
- Installation services and Equipment Charges are payable as indicated in each Order Form.
- Unless specified otherwise in an Order Form, all invoices are due within 8 days.
- All Charges for the Service are subject to the applicable GST/VAT and any other required taxes.

### 6 Equipment

The following conditions apply with respect to the Equipment:

- Until paid for in full Equipment Title remains with the Service Provider or any designated reseller.
- All risks of loss and damage associated with Equipment shall pass to Subscriber upon delivery.
- Warranty on ODU and IDU is for 6 months only after delivery and repair and replacement of faulty equipment is on a "Return to Base" basis, at such central location in Subscriber's country as directed by the Service Provider. Cost of return to this location including suitable packaging is your responsibility, while the Service Provider will bear the cost of packaging and dispatch back to you upon repair. Wind damage, impact on ODU and other damages than fair wear and tear are excluded. There is no warranty on accessories and equipment other than the ODU and IDU.

### 7 Installation

The following conditions apply with respect to Installation:

- The Service Provider will offer on a case-by-case basis Equipment installation services or refer the Subscriber to a certified installer. Travel costs are chargeable on top of the installation service, and costs are specified in the Order Form.
- The Service Provider shall provide a user installation manual upon request to the Subscriber.

## 8 Service Level and support

- The service is delivered by satellite and is dependent on the quality of the individual installation, atmospheric conditions at both ends of the satellite link and the satellite operation itself. In normal operations, availability should be better than 99% but no specific guarantees on availability or performance can be given.
- The Service is a “medium-latency” service because the satellites that deliver it are in geo-stationary orbit some 35,000 km above the earth. Typical latency is of the order of 500 – 900ms although higher ping times are not uncommon depending on interconnection and ping destination. It is not recommended for use such as network arcade gaming, high-speed trading or specialised remote control systems where low latency is required. It is suitable for a large majority of internet applications.
- Most VPNs work effectively over the Service, however some may need to be configured to adapt to the higher latency.
- Service parameters, including connection speed, are specified for the overall connection as delivered to the MAC ID.
- Actual speeds may be influenced by one or more of the following:
  - internet congestion at the time;
  - performance of any router or other network device installed by Subscriber;
  - performance and interference of local wi-fi connection;
  - performance of Subscriber computer(s) and browser(s), which must be operating normally (i.e. without any errors or error messages or system warnings) and with an operating system kept up-to-date with all updates and patches applied;
  - number of computers and other internet enabled devices using the Service;
  - number of TCP sessions opened;
  - number and nature of applications and downloads running in the background;
  - malware and virus infection on Subscriber's computer or other devices with access to Subscriber's local network;
  - speed step of the Subscriber's chosen service plan as determined by the amount of data used in conjunction with the usage parameters of that service plan;
  - performance of and path to the website or internet service that the Subscriber is attempting to access or use;
  - performance of the speed test server and the connection established between this server and the Subscriber's computer running the speed test.
- The Service may be suspended for operational reasons (such as maintenance or upgrades) or because of an emergency. The Service Provider and its partners will restore the Service as soon as possible after any suspension.

Subscribers experiencing a Service disruption will be able to lodge a service issue ticket on the support portal. The ticket should include details of the Contract, a phone number to call back and a detailed description of the issue.

## 9 Fair Usage Policy

Sections 9.1.1, 9.1.2, 9.1.3, 9.1.4, and 9.1.5 below do not apply to Users of a Community WIFI service.

All Users shall be able to access our services and get the best possible experience. To ensure the provision of a high quality of service, a Fair Usage Policy (“FUP”) applies to the use of the Service, where the User’s usage can affect that of other Users. We have developed this FUP by reference to average User profiles and estimated usage by the Users of the Service.

- 1.1 Bandwidth allocated to Users is reviewed as required, but at any time, there is only a fixed amount of bandwidth available within the Kacific Network. This FUP aims to ensure that the unreasonable usage of a few does not compromise the experience of the vast majority of Users.
- 1.2 We reserve the right to modify (through speed and other variables) the behaviour of Users that frequently use significantly more data than the majority of the other Users and/or use their Internet service in a way that negatively affects the experience of other Users. If Users are found to be amongst the 10% heaviest Users, and their usage negatively impacts the Kacific Network and other Users, we may attempt to communicate with the Customer and request that the Customer (and/or its Users) modify their usage, may suggest a more suitable solution for all parties involved, or may exercise our rights outlined in this FUP.
- 1.3 We may issue a warning to the Customer to suspend its Service, where in our reasonable opinion the User’s use of the Service is excessive and/or unreasonable because it materially exceeds estimated usage patterns over any month.
- 1.4 Where reasonable and practical, we will provide the Customer with 7 days’ notice before the suspension, restriction, or termination of its Service.
- 1.5 If, after we have requested that the Customer stop or alter the usage to come within our FUP, the excessive or unreasonable use continues, we may without further notice apply charges to the Customer’s account for the excessive and/or unreasonable element of usage, suspend, modify or restrict the Customer’s use of the Service, or withdraw the Customer’s access to the Service. If we terminate the Customer’s Service under a fixed contract term, an early termination fee may apply.

The Kacific Gigstarter plans are subject to a prioritization policy as follows:

### PHUS-0029 – Residential Plan:

The plan provides a maximum download speed of 3Mbps and a maximum upload speed of 3Mbps. The plan does not throttle these maximum possible speeds but provides two tiers of access priority to bandwidth resources. The plan provides 30Gbytes of first priority download data every month and unlimited second priority download data, subject to this FUP. The plan provides first priority upload data at all times, subject to this FUP.

### PHUS-0030 – Residential Plan:

The plan provides a maximum download speed of 15Mbps and a maximum upload speed of 10Mbps. The plan does not throttle these maximum possible speeds but provides two tiers of access priority to bandwidth resources. The plan provides 35Gbytes of first priority download data every month and unlimited second priority download data, subject to this FUP. The plan provides first priority upload data at all times, subject to this FUP.

PHUS-0031 – 4 People Enterprise Plan:

The plan provides a maximum download speed of 30Mbps and a maximum upload speed of 10Mbps. The plan does not throttle these maximum possible speeds but provides two tiers of access priority to bandwidth resources. The plan provides 50Gbytes of first priority download data every month and unlimited second priority download data, subject to this FUP. The plan provides first priority upload data at all times, subject to this FUP.

PHUS-0002 – 7 People Enterprise Plan:

The plan provides a maximum download speed of 50Mbps and a maximum upload speed of 20Mbps. The plan does not throttle these maximum possible speeds but provides two tiers of access priority to bandwidth resources. The plan provides 185Gbytes of first priority download data every month and unlimited second priority download data, subject to this FUP. The plan provides first priority upload data at all times, subject to this FUP.

PHUS-0003 – 10 People Enterprise Plan:

The plan provides a maximum download speed of 60Mbps and a maximum upload speed of 20Mbps. The plan does not throttle these maximum possible speeds but provides two tiers of access priority to bandwidth resources. The plan provides 295Gbytes of first priority download data every month and unlimited second priority download data, subject to this FUP. The plan provides first priority upload data at all times, subject to this FUP.

PHUS-0004 – 25 People Enterprise Plan:

The plan provides a maximum download speed of 70Mbps and a maximum upload speed of 20Mbps. The plan does not throttle these maximum possible speeds but provides two tiers of access priority to bandwidth resources. The plan provides 735Gbytes of first priority download data every month and unlimited second priority download data, subject to this FUP. The plan provides first priority upload data at all times, subject to this FUP.

PHUS-0005 – 60 People Enterprise Plan:

The plan provides a maximum download speed of 100Mbps and a maximum upload speed of 20Mbps. The plan does not throttle these maximum possible speeds but provides two tiers of access priority to bandwidth resources. The plan provides 1,425Gbytes of first priority download data every month and unlimited second priority download data, subject to this FUP. The plan provides first priority upload data at all times, subject to this FUP.

PHUS-0017– 180-People Enterprise plan:

The plan provides a maximum download speed of 150Mbps and a maximum upload speed of 30Mbps. The plan does not throttle these maximum possible speeds but provides two tiers of access priority to bandwidth resources. The plan provides 4,250Gbytes of first priority download data every month and unlimited second priority download data, subject to this FUP. The plan provides first priority upload data at all times, subject to this FUP.

**The following prioritization policies apply only to Customers / Users whose service was activated before the following dates:**

<u>Date</u>	<u>Country / Region</u>
1 November 2021	The Philippines, Federated States of Micronesia, Solomon Islands, Papua New Guinea
1 December 2021	Indonesia, Vanuatu, Cook Islands, Mariana Islands, Kiribati
1 February 2022	All other countries (except New Zealand)

PHUS-0007 – Residential:

The plan provides a maximum download speed of 20Mbps and a maximum upload speed of 5Mbps. The plan does not throttle these maximum possible speeds but provides two tiers of priority access to bandwidth resources. The plan provides 47Gbytes of first priority download data every month and unlimited second priority download data, subject to this FUP. The plan provides first priority upload data at all times, subject to this FUP.

PHUS-0001 – 4 People Enterprise Plan:

The plan provides a maximum download speed of 35Mbps and a maximum upload speed of 5Mbps. The plan does not throttle these maximum possible speeds but provides two tiers of access priority to bandwidth resources. The plan provides 70Gbytes of first priority download data every month and unlimited second priority download data, subject to this FUP. The plan provides first priority upload data at all times, subject to this FUP.

- 1.6 Customers, resellers, and Users acknowledge that Kacific does not, and cannot, in any way supervise, edit, or control the content and form of any information or data accessed through the Internet. Kacific shall not be held responsible in any way for any content or information accessed via the Kacific Network.  
Furthermore, Kacific disclaims all or any responsibility or liability for any material on the Internet that you or any User may find offensive, upsetting, defamatory, and personally offensive and in any way unsuitable for minors.
- 1.7 Some internet sites may have embedded within them the ability to programme devices such as the User’s PC, WiFi device, tablet, or mobile phone, without the Users’ knowledge or direction. Users are liable for any charges arising from such actions by third parties, and neither we nor Kacific accepts any liability for any charges and/or damages the Users may incur by using the Internet.
- 1.8 Users are not permitted to operate servers from the Service and/or to on-sell the Service without our written approval.
- 1.9 Users are not permitted to send spam or bulk mail using the Service and we reserve the right to charge you any costs that are required to rectify the result of such activity.

- 1.10 We reserve the right to manage the network to improve overall performance and customer experience. In particular, we may act such that the usage of popular services such as standard web browsing, and email is not adversely affected by other applications such as peer to peer or file sharing.
- 1.11 The Users' use of our Service is subject to traffic prioritisation by Kacific, where the allocation of bandwidth resources is necessary to minimise congestion.
- 1.12 Kacific uses Quality of Service (QoS) configurations within the Kacific Network and at its sole discretion to prioritise specific types of internet traffic over others to enhance the overall User experience.  
These maximum speeds are not guaranteed, and the probability of obtaining such speeds depends on the level of priority of each User and instantaneous traffic loading factors.
- 1.13 Kacific reserves the right, at any time and at its sole discretion and without any prior notice, to change, modify, edit, replace, or withdraw any or all of this FUP.
- 1.14 This FUP does not replace any of the terms, conditions, or obligations the Agreement. In the event of any inconsistency (in the reasonable determination of Kacific), the provisions of the Agreement shall prevail.