

Agreement and Conditions

This Agreement and Conditions shall enter into force between CAT Telecom Public Company Limited (hereinafter referred to as the “Company”) and the applicant as in this Agreement (hereinafter referred to as the “Applicant”). The Applicant hereby agrees to be bound and comply with the terms and conditions as follows:

1. CAT corporate internet is an Internet port allocation service used to transfer voice and graphic via Internet network. The Applicant shall use the Company’s circuit service to connect between user and the Company’s Internet port. Samples of the circuits are CAT Private Line, CAT Ethernet, CAT MPLS and CAT Frame Link etc.
2. All charge rate of CAT corporate internet above does not include the Customer Premises Equipment (CPE) and value added tax.
3. The Applicant shall use the Company’s local link circuit or the circuit of other operators licensed by the company to connect between the Applicant’s promise and Company.
4. In case there is a need to arrange for an In-House Wiring, the Applicant shall be liable for the cost incurred.
5. The use of service shall continue for a minimum of twelve (12) months otherwise such use shall be regarded as temporary service and the use period does not include the period of service suspension requested by the Applicant.
6. In case the Company changes charge rate, the existing Applicant who hasn’t used up the service as specified in the application form shall be eligible for the new rate provided that :-
 - i) the Applicant shall sign in a new application form
 - ii) the term of service under new application shall not be less than the existing service term, in no event the term of service under new applicant shall not be less than twelve (12) months, and
 - iii) the new speed must be equivalent to or higher than that in the previous application form. Otherwise, the cancellation fee and/or the new installation fee shall be applied.
7. In the event that the Applicant cancels the service after confirming and the company has already provided the circuit, the Applicant shall be liable to pay the cancellation fee according to the rate of the installation fee and Internet port charge rate.
8. In the event that the Applicant requests a cancellation of service prior to the completion of the agreed service duration, the Applicant shall be liable to pay the cancellation fee at 20% of monthly service charge for the remaining period.
9. The service charge for the first and last month shall be prorated for only the days used. The average per day will be calculated by using the monthly service charge rate divided by thirty (30).
10. In the event of canceling the use of the service, the Applicant shall give the Company a written notice at least five (5) working days in advance. The Applicant shall be liable to pay outstanding service charge, fine and/or indemnity (if any) until the cancellation is effective.
11. Any invoice or notice sent to the address as specified in this application form shall be deemed to be duly given to the Applicant. The Applicant shall promptly notify the Company in writing if there is any change in the address.
12. The Company shall waive and adjust the service fee for the Applicant based on the used portion only if it is due to an incorrect notice for use period, balance, and monthly service charge, arising from the Company’s errors.

13. In case of service malfunction, the Applicant shall notify the Company of the problem. The Company will then solve the malfunction from its network to the PoP to resume its normal service in due course. The malfunction solving will not incur any charges except that the malfunction is caused by the acts of the Applicant or dependents.

14. The Company shall provide 24 - hours daily service. In case of loss or damage or inconvenience resulting from technical problems or other causes that are beyond the Company’s control, the Company shall not be liable to the applicant for indemnity resulting thereof. However, if the loss or damage is caused by technical problems, that are proved to be due to the Company’s network or equipment resulting in an inability to use the service, the Company agrees to indemnify the Applicant for the service interruption according to the following conditions:-

14.1 The circuit or equipment malfunction is not caused by the act of the Applicant or dependents.

14.2 CAT corporate internet is under the Service Level Agreement (SLA) based on a monthly guarantee of circuit functioning. If the total number of minutes of circuit malfunction exceeds one hundred and seventy-two minutes (172) or two hours and fifty-two minutes or that of monthly guarantee, the Company will offer credit according to the rate as specified by the Company. The Company shall pay the indemnity based on hours of malfunction and the fraction of an hour will not be counted.

The calculation is based on : $\text{hours of malfunction} / 720 \times \text{monthly service charge}$

14.3 The applicant shall give the Company a written notice to claim for an indemnity within 30 days from the date of malfunction. The Applicant shall notify (department).....at Tel.....

14.4 The Company shall pay only monthly service charge. The duration starts from the Company’s receipt of notification of malfunction from the Applicant and the Company has proved it to be true, and ends when the Applicant and the Company agree that the service is resumed to its normal function.

14.5 The Company will offer credit according to the rate as specified by the Company by crediting to the invoice of the following month within 30 days after service resolution.

15. The Applicant shall maintain all equipment provided by the Company in a good condition. If the loss or damage of the installed equipment is caused by the willful or negligent acts of the Applicant or servant, the Applicant shall be liable to indemnify the Company for the actual cost of such damage.

16. The Applicant shall not move, alter, modify or add devices and equipment or connect any other equipment to the devices or equipment installed by the Company whatsoever.

17. In case of emergency, the Company reserves the right to temporarily suspend the service by giving the Applicant at least 30 days advance written notice or without prior notice in the following cases:

17.1 The Company encounters an uncontrollable situation.

17.2 The Applicant dies or the juristic person status terminates.

17.3 The Applicant has used fake documents to apply for the service.

17.4 The Company can prove that the service specified in this agreement is illegally used or breaches the terms and conditions.

17.5 The use of service exceeds the agreed service charge and the Company has sent a notice thereof.

17.6 The invoice has become overdue for 2 consecutive times.

17.7 The Company can prove that the Applicant has used the service for commercial purposes and intended not to pay fee and service charge.

17.8 The Company needs to have the telecommunication system maintained or repaired.

18. In case of emergency, the Applicant has a right to suspend the service according to the following conditions:
- 18.1 In suspending the service, the Applicant shall notify the Company in writing at least 3 working days in advance.
 - 18.2 The Applicant can request a suspension of service only once a year and no more than 3 months per time.
 - 18.3 In suspending the service, if there is any expense incurred thereof, the Applicant shall be liable to such expense for an actual
19. The Company reserves the right to terminate the Service Agreement according to the following reasons:
- 19.1 The Applicant dies or the juristic person status terminates.
 - 19.2 The invoice has become overdue for 2 consecutive times after the Company has notified the Applicant of the due date in such invoices and has given a notice.
 - 19.3 The Applicant willfully misuses the service or breaches the conditions set in the Agreement.
 - 19.4 The service is unavailable for reasons that are beyond the Company's control.
 - 19.5 The Agreement is terminated by law.
20. Prior to the expiration of this contract, the Applicant shall notify the Company about its intention to discontinue the service by at least five (5) working days prior written notice. In the event that the Applicant continues to use the service, it shall be deemed that the Applicant agrees to extend the period of this agreement without specific time frame. The Agreement and Conditions shall apply to the service until and unless the Applicant at any time giving a five (5) working days advance written termination notice to the Company.
21. The Applicant agrees to comply with Computer Crime Act. In addition, The Company has the right to terminate the service of applicant in case that there exists evidence to applicant violation to any provisions.
22. The Company shall allocate IP Address(es) as deemed appropriate. In case of canceling the use of service, the Applicant is required to return the IP Address(es) to the Company.
23. The Applicant shall use the service solely for his/her own business and shall not use it for other purposes whatsoever.
24. This agreement is for the Applicant only. If the Applicant is changed, a written consent must be obtained from the Company.

I have read and understood the terms and conditions which include the service charge rate as specified in this application form. I hereby certify that the information furnished herein is true and correct. I further agree to be bound by all the said terms and conditions set forth in this Agreement.

Signature(Applicant)

Printed Name (.....) Date/...../.....