POSTPAID MOBILE

Subscriber Service Application



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Terms and Conditions, last updated August 15, 2022



- **1.** Signing up for Postpaid plans means that you agree to the following Terms and Conditions. It is your responsibility to familiarize yourself with the contents of the Terms and Conditions.
- **2.** Postpaid plans are available for business customers who may be subject to credit approval provided all accounts with ASTCA are in good standing.
- **3.** Postpaid customers will receive a monthly allotment on the 1st of every month and once allotments have been depleted, they will be charged at the rate of \$.05/per min for Local & US calls; Normal rates apply for all international calls made
- **4.** Voice and SMS allotments are valid for Local calls only; Normal rates apply for US and Internation voice and SMS.
- **5.** If you have signed up for postpaid data plans as well, you will be required to pay for your Postpaid Data plan separately. Your postpaid data plan may be billed per MB or Out of Bundle rates and you will be notified accordingly when these changes take effect.
- **6.** Customers can opt to sign up for an annual 12 month plan (contractual period) where they will be billed for the calendar month and agree to pay monthly for the contracted term for a subscriber line service.
- **7.** Cancellation or termination of service will result in early termination fees. An early termination fee of \$250 will apply for services cancelled. Cancellations or terminations will become effective on the last day of that month's billing cycle. If you cancel in the last two months of your service contract, the penalty will be the remainder of the contract price in lieu of the \$250.
- **8.** Once the customer has completed the contract term, they can opt to sign up again on a postpaid plan OR become a customer on a month-to-month basis where they will PAY-AS-YOU-GO.
- **9.** The following terms and conditions relate to the Shared plans in addition to the terms and conditions outlined in this agreement. By using this service, you accept these terms and conditions.
- **10.** The Shared plans allows an ASTCA customer to share from a bucket of Voice, SMS, and Data with another ASTCA customer. The primary account holder is referred to as the Master account holder, and the shared lines will be referred to as "additional lines".
- 11. Shared plans are limited based on the additional lines that can be added to the selected plans. A customer can sign up individually for any of the shared plans and may add additional lines at any time. There is a \$10 monthly recurring charge for additional lines added to shared plans. Maximum allowable lines are reflected on the plans.
- 12. The additional line subscribers' usage will be deducted from the primary account holder's bucket.
- **13.** Upon depletion of the shared bundle, Voice, SMS, and data usage will be billed the out of bundle rate applicable to their price plan until the plan is replenished at the 1st of the month.
- **14.** Roaming is an additional feature that will allow a subscriber to make calls, send SMS, and use Data while outside of American Samoa. Roaming rates and charges apply once you start using the service overseas. These rates are subject to change with notification provided to customers. Subscribers are responsible for managing usage while roaming by using settings enable and disable roaming services. As roaming involves services provided by networks other than ASTCA, we will not be responsible for the way in which any external carrier provides or fails to provide any service (including disconnection, lack of coverage or the performance of that carrier's network).
- **15.** As the primary account holder, you shall be responsible for all charges and other liabilities incurred on behalf of the shared group. All members of the Group will be authorized to incur data charges (including those when roaming) on your behalf and any other authorized charges such as third party content (unless you set up a bar on your account). You can request to remove a shared line at any time.
- 16. Payments toward postpaid accounts are non-refundable. We may change prices or any other term of your Service or this agreement at any time and will provide notification. Using this service after the change takes effect means that you have accepted the change
- 17. Failure to pay your bill on time may result in late fees and suspension of your Service until full payment has been made
- **18.** Lost or stolen phones must be reported immediately so we can place your number on temporary hold for 10 days to allow you time to reactivate on a new device to resume your contractual plan; if your phone is not reported on time and calls have been made, you may still be charged for these calls.
- 19. Your monthly bill will be mailed out by the 6th of every month and fully payment must be made on or by the 15th of each month. If you have signed up for eBill service, you may view your monthly bill online as early as the 1st of each month.
- **20.** If you wish to privatize your number, there will be a \$25 one-time fee to activate this feature; Your number will show up as unknown, however, other features may expose your number such as when you send SMS.

- 21. An authorization form to debit your CC or Bank account will be required to automate payments on a monthly basis. Services will be suspended for any declined charges and will incur a return fee. For any discrepancies on your monthly bill, you will need to report it to our collections team. You must also notify our billing department if you have changed banks, account numbers, or form of payment
- 22. Service Disruption Policy. ASTCA Services may experience periods of disruption due to a variety of factors. ASTCA is committed to correcting these issues for each Customer as soon as practicable. Best efforts will be used to restore services. This policy will serve as the general guideline for Customer credits but may be adjusted in the event of Acts of God or extraordinary circumstances beyond ASTCA's control. Service disruptions are defined as the following: (a) Broadband Internet Services the inability to connect to the internet and download or upload data; (b) Landline Services the inability to make or receive phone calls; (c) IPTV Services the inability to view picture or sound caused by the malfunction of ASTCA technology.

ASTCA Services are billed at a monthly rate and pro rata adjustments will only be made for service disruptions under the following circumstances: (i.) Business and Priority Service Customers, ASTCA will only provide credit to an account for service disruptions lasting longer than seven (7) business days on a pro rata basis., and; (ii.) Residential Customers, ASTCA will only provide credit to an account for service disruptions lasting longer than ten (10) business days on a pro rata basis.

Pro rata adjustments will be calculated according to the formula: ((Days in excess of 7 or 10) $\,$ x Monthly Service Cost) / 30 = Pro Rata Adjustment.

- **23.** You confirm that you are 18 years of age and legally accept this agreement and will not hold ASTCA responsible for any misuse of services.
- **24.** We collect personal information about you. By entering into this Agreement, you consent to our data collection, use and sharing practices described in our Privacy OR CPNI Policy.
- 25. ASTCA reserves the right to amend these terms and conditions at any time.

Notice of Rights Concerning Use of CUSTOMER PROPRIETARY NETWORK INFORMATION (CPNI): American Samoa Telecommunications Authority (ASTCA) collects information about the ASTCA Services you purchase and how you use them. Some of this information is known as "Customer Proprietary Network Information" or "CPNI," and the collection and use of your CPNI is protected by federal law. CPNI includes any information on the quantity, technical configuration, type, destination, location, amount of use of your telephone Service, and calling patterns that we obtain because we are your telephone carrier. CPNI, as regulated by federal law, does not include names and telephone numbers published in telephone directories or other information we obtain as a result of providing ASTCA services to you. We use CPNI to monitor the quality of the Service we provide and to prepare your bills. We also use CPNI to market all of our Services and equipment, as well as to notify you when our Services may be out for maintenance or when there may be changes made to those Services. We share CPNI with companies that are affiliated with us and with unaffiliated companies that provide billing and other necessary services that we use to offer telephone Service. When we share CPNI with unaffiliated companies, we require them to enter into agreements to protect the confidentiality of your information.

You have a right, and we have a duty, under federal law to protect the confidentiality of your CPNI. We have the right under federal law to use CPNI to provide ASTCA Services, to bill you, to market services related to the Services you already buy from us, to protect our rights, facilities and property, as well as other carriers and users of our Services and to respond to lawful demands from law enforcement agencies. You have the right to limit our use of your CPNI for marketing services other than those that are related to Services you already buy from us and to withdraw access to your CPNI at any time.

Withdrawing access to your CPNI will not affect our ability to provide Service to you, or the quality of the Service we provide. However, if you do withdraw access to your CPNI, it may be more difficult for us to help you if you want to purchase the most cost-effective Service package. Allowing us to use your CPNI may enhance our ability to offer products and Services tailored to your needs. If you want to allow us to use your CPNI, you do not have to do anything.

If you do not wish to allow us to use your CPNI for marketing services other than those that are related to Services we already provide to you, you can notify us at any time in writing at the following address: Attn: CPNI - ASTCA, P.O. Box M, Pago Pago, American Samoa, 96799. The request must state that you want to deny access to your CPNI, include your account number, list all of the telephone numbers that you wish to cover with the request and be signed by someone who is an authorized party for your account. In accordance with Federal Communications Commission ("FCC") rules, if you do not make a request to limit or disallow use of your CPNI within thirty (30) days of this notice, we will assume that you have permitted us to use your CPNI until you tell us otherwise. Whatever decision you make is binding on us for the use of your CPNI outside of the Services to which you already subscribe until you affirmatively revoke or limit your approval or denial.

You consent to allow ASTCA and anyone who collects on our behalf to contact you about your account status, including past due or current charges, using prerecorded calls, email and calls or messages to any wireless phone number, other contact number or email address you provide. ASTCA will treat any email address you provide as your private email that is not accessible by unauthorized third parties.

By signing this form, you acknowledge that you are 18 yrs or older, and you have read and agree to the terms outlined in this agreement.

Customer Signature	Date

©		
ASTCA Representative	Date	