



# PREPAID MOBILE

## Subscriber Service Application



#WeAreTheHomeTeam



SCAN

WITH YOUR PHONE

Download our Free  
MyASTCA App.

### Service Type

☐ Phone ☐ MiFi

### Customer Information

First Name

Last Name

If you are purchasing this mobile number for someone other than yourself, or for someone under 18 years old (minor), you are required to provide the information below. \*

Purchaser's Name \*

Primary Phone Number

Alternate Phone Number

Email

PO Box Number

Is PO Box shared?

☐ Yes ☐ No

Village

District

### Identification

Valid Government issued photo ID required.

☐ Driver's License ☐ AS Voter Card ☐ Military ☐ Passport ☐

OTHER

ID No.

Birthday

### Warranty Policy

Products sold by ASTCA have a **30 Day Limited Warranty** from the date of purchase. If product is defective in any way, and was not caused by buyer's negligence, mishandling or abuse, ASTCA will process a replacement at no cost, or issue a full refund if product is returned within 30 calendar days. All accessories and original packaging material must be intact in the original manufacturer's box, along with the original purchase receipt at time of return.

☐

By checking this box, you acknowledge that you have read and understand our warranty policy.



699-3000



astca684



www.astca.net

#### OFFICIAL ASTCA USE ONLY

Device Model

IMEI No.

ICC SIM No.

☐ New Customer

☐ Current Customer

☐ Trade In

Phone Number

Promo Code

Account Code

Retail Location

Device Type

☐ Phone ☐ MiFi



ASTCA Associate | Signature

Date

## Terms and Conditions, last updated September 10, 2020

This agreement is between you, the Customer, and ASTCA (American Samoa Telecommunications Authority) concerning your ASTCA wireless and long distance inter-exchange carrier services (ASTCA). By activating or using ASTCA services, you acknowledge that you have read the Application on the front of this document and these Terms and Conditions (which are identified together as the "Service agreement") and agree to be bound by the Service Agreement.

**Activation.** SIM card service activation is generally accomplished immediately during your purchase transaction. Standard "New SIM" activation fee is \$5. There is no charge for transferring numbers to another subscriber. These amounts may vary during special sales.

**Maintaining Your Pre-paid Account.** To keep your ASTCA prepaid account active, you must eTop-up or use a Recharge card. All eTopup and Recharge Cards will expire 60 days after they are first used. No activity on the account after 120 days may result in termination and loss of your number. The above does not apply to an ASTCA postpaid account.

**Rates.** Cellular calls are deducted in one minute increments and rates are subject to change without notice. Long distance rates vary by country called. All call rates are posted on our ASTCA website.

**Taxes and Miscellaneous Charges.** You may be charged for applicable government sales, use, excise, public utility or other taxes, fees universal service charge, land line connection charges, or other charges imposed on ASTCA as a result of providing your telephone services. Service Availability. Service is available within the ASTCA service area. ASTCA service may be temporarily interrupted or curtailed due to equipment modifications, upgrades, relocations, repairs, or similar activities necessary for proper operations.

**Service Use.** You agree that you will not use ASTCA services for any abusive, illegal, or fraudulent purpose, or in any way that might cause damage to ASTCA's business, reputation, employees, services, facilities, third parties or to the public.

**ASTCA's Alterations and Termination of Service.** ASTCA is entitled to change its charges for services or modify this Service Agreement at any time. You can obtain details about such changes by contacting our Customer Service office or by visiting our website [www.astca.net](http://www.astca.net). ASTCA can terminate your account and ASTCA services if you breach this Service Agreement, fail to pay in full on time, file for bankruptcy, are placed in receivership, or otherwise become insolvent.

**Liability Limitations.** You excuse our nonperformance hereunder and agree that ASTCA is not liable if damage is caused by an act or omission of an underlying carrier, equipment or facility failure, equipment of facility upgrade or modification, act of God, strike, fire, government action, equipment or facility shortage, equipment or facility relocation or caused beyond our reasonable control, including without limitation the failure of an incoming or outgoing call, including a 911 or emergency call, to be connected or completed. You agree to indemnify, defend and hold ASTCA and its agents, officers, directors, and employees harmless from and against any and all claims, actions, liabilities, losses, damages, costs, expenses, and reasonable fees of legal counsel arising from or in connection with your breach of the Agreement or any of your acts and omissions that you undertake in respect to the services. The only applicable warranty is that provided by the manufacturer of your handset and accessories.

**Return Policy.** All products sold by ASTCA have a 3 day limited return/exchange policy from the date of purchase. You may return or exchange any product purchased directly from ASTCA within 3 working days from the date of purchase. There must be no signs of physical abuse, all accessories and packaging material must be intact in the original manufacturer's box, and you must produce a valid purchase receipt when you return the item. There will be a restocking fee of 15% for all refunds.

**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.

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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.

**Customer Privacy.** Wireless systems use ratios to transmit communications over a complex network. We do not guarantee that your communications using ASTCA services will be private or secure, and ASTCA is not liable to you for any lack of privacy or security you may experience. You are responsible for taking precautions and providing security measures best suited for your situation and intended use of the Service. We may (but are not required to) monitor, intercept, and disclose your transmissions, location or communications and may disclose your billing, account, calling records, or other information, in good faith reliance on legal process, if required by law or to protect our rights, business, network or customers. We may locate you through our network. Your caller identification (such as your name and number), even if unlisted, may be displayed to others (for example, on the equipment or bill of the person receiving your call or any Internet site you visit). We may list your name, address, and number in a published directory with your consent. The way third parties handle your personal information is governed by their policies and we are not responsible for their policies or their compliance with them.

**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) IP TV 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.

**Lost or Stolen Phones.** If your phone is lost or stolen, you must notify us immediately and we can place the number on hold until you request to reactivate. There is no fee for reactivating.

**Digital Millennium Copyright Act (DMCA) Notice.** We may act as a "service provider" as defined by DMCA and offer services as an online provider of materials and links to third party sites. As a result, third party materials that we do not own or control may be transmitted, stored, accessed or made available using the ASTCA's services. If you believe material available via ASTCA's services infringes on a copyright, notify us using the notice procedure set forth under the DMCA. We will respond expeditiously to remove or disable access to such material and will follow the procedures specified in the DMCA to resolve the claim. Address infringement notices under the DMCA is Legal Counsel, P.O.B. "M", Pago Pago, American Samoa 96799.

**Other Provisions.** The Application and these Terms and Conditions together make a complete statement of our Service Agreement. If any part is legally prohibited or invalid, such provisions shall be disregarded, but the remainder shall continue in effect. This agreement shall be construed according to applicable American Samoa and United States federal laws. You are solely responsible for complying with applicable rules and regulations of the Federal Communications Commission and any other federal or territorial regulatory authority.

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



Customer Signature

Date



ASTCA Representative

Date