

You work hard for your money

Keep it!

### Welcome to ASTCA!

This application is for signing up to all of our residential services, such as landline, Internet and Television services. All services require that you have an installed telephone landline as this is how we get our fast fiber signal into your home. You can have your services be bundled under one charge or billed separately.

### Customer Information

First Name		Last Name	
Primary Phone Number	Alternate Phone Number	Email	
PO Box Number	Is PO Box shared? <input type="checkbox"/> Yes <input type="checkbox"/> No	Village	District
Service Address (tell us where your fale is)			

### Identification

Valid Government issued photo ID required.

Driver's License  
  AS Voter Card  
  Military  
  Passport  
  \_\_\_\_\_

ID No.      
 Birthday

OTHER

### ONT Device

ONT Devices are required to connect you to ASTCA's blast fiber. These devices are leased to customers on a monthly basis and are the property of ASTCA. The monthly lease fee cover repairs or replacements, as needed, to avoid disruption of customer services. Customers can opt to purchase the device upfront; and, should the device need replacement, the customer must purchase another device. Upon customer termination of ASTCA services, or payment default, the device must be returned, or shall be retrieved from the customer's premises by ASTCA. By signing below, you acknowledge this policy and have read the terms and conditions of this service application.

Equipment	Up-Front Payment	Monthly Rental Fee	Total Monthly Charges <small>ASTCA USE ONLY</small>
ONT Box	<input type="checkbox"/> \$279.00	<input type="checkbox"/> \$10.00	\$

### Landline Phone Service

Local calls terminated to ASTCA landlines are no additional charges. Calls for mobile and long distance are billed in one minute increments, including US and 1-800 Toll Free numbers. Long Distance requires deposit. Please refer to website: [www.astca.net](http://www.astca.net) for a list of all rates.

Landline	Monthly Charge	Additional Extensions	No. Extensions	Total Monthly Charges <small>ASTCA USE ONLY</small>
<input type="checkbox"/> Local Only	\$17.67	\$3.00 Each (monthly charge)		\$
<input type="checkbox"/> Local + Long Distance	\$17.67			\$

#### Residential Broadband Plans

Select your Residential Broadband Plan. Please note that landline service is required for this service.

Plan	Bandwidth	Monthly Charge	Total Monthly Charges ASTCA USE ONLY
<input type="checkbox"/> Fiber One	↓ 50 MB Down    ↑ 5 MB Up	\$55.00	\$
<input type="checkbox"/> Fiber Plus	↓ 100 MB Down    ↑ 10 MB Up	\$85.00	
<input type="checkbox"/> Fiber Premium	↓ 150 MB Down    ↑ 20 MB Up	\$130.00	

#### Television

ASTCA offers TV services which include local channels that can be selected and bundled with your monthly plans. Note landline services and devices are required to connect you to ASTCA's blast fiber. These devices are leased to customers on a monthly basis and are the property of ASTCA. The monthly lease fee cover repairs or replacements, as needed, to avoid disruption of customer services. Customers can opt to purchase the device upfront; and, should the device need replacement, the customer must purchase another device. Upon customer termination of ASTCA services, or payment default, the device must be returned, or shall be retrieved from the customer's premises by ASTCA.

Plan	Monthly Service	Equipment	Total Monthly Charges ASTCA USE ONLY
<input type="checkbox"/> Basic 50 channels	\$60.00 +  Sports Package (coming soon) <input type="checkbox"/> \$5.99	Up-Front Payment <input type="checkbox"/> \$99.00    Quantity _____	\$
<input type="checkbox"/> Extended 139 channels	\$65.00 +  Sports Package (coming soon) <input type="checkbox"/> \$5.99	Monthly Rental <input type="checkbox"/> \$2.00    Quantity _____	

#### Triple Play and \$ave!

Smart is the new cool with the **#HomeTeam's Triple Play** by ASTCA. Combine your Landline, Broadband and Television into one charge and save money!

<div style="background-color: red; color: white; padding: 5px; text-align: center;"> <b>Save \$43.26</b> </div> <input type="checkbox"/> <b>Triple Premium</b> \$169.00				<b>Total Monthly Charges</b> ASTCA USE ONLY \$
	<b>Landline</b> <input type="checkbox"/> Local Only <input type="checkbox"/> Local + Long Distance	<b>Broadband</b> ↓ 100 MB Down ↑ 10 MB Up	<b>Television</b> 139 Channels +  Sports Package (coming soon) <input type="checkbox"/> \$5.99	

#### Equipment

Up-Front Payment  \$99.00    Qty. \_\_\_\_\_

Monthly Rental  \$2.00    Qty. \_\_\_\_\_

 **Installation, one time fee.**

Costs sometimes vary based on location, materials, and labor required from our ASTCA technicians to activate your services. Note that Television services can be self-installed, or you can request ASTCA to visit to complete installation.

Plan	Installation Fee(s)	Additional Outlets	Total Monthly Charges ASTCA USE ONLY
<input type="checkbox"/> Landline	\$		\$
<input type="checkbox"/> Broadband	\$		
<input type="checkbox"/> Television	\$		
<input type="checkbox"/> Other	\$	<b>Details</b>	
<input type="checkbox"/> Other	\$	<b>Details</b>	

**OFFICIAL ASTCA USE ONLY**

	Upfront Cost	Monthly Costs
<input type="checkbox"/> Landline	\$	\$
<input type="checkbox"/> Broadband	\$	\$
<input type="checkbox"/> Router	\$	\$
<input type="checkbox"/> Television	\$	\$
<input type="checkbox"/> ONT Box	\$	\$
<input type="checkbox"/> STB	\$	\$
<input type="checkbox"/> Installation	\$	\$

Promo Code

Discount Amount

Discount Total

**Total Upfront  
Cost**

**Total Monthly  
Charges**



ASTCA Associate Name

Date

**ACCEPTABLE USE POLICY (AUP):**

The following sets forth the Acceptable Use Policy of users and Customers of services provided by a American Samoa Telecommunications Authority (ASTCA). Any Customer found in violation of the policy may be subject to disciplinary action up to and including the following:

- Expulsion from the ASTCA network.
- Termination of ASTCA network services.
- Forfeiture of all fees paid to date.
- Liability for any legal fees and labor costs incurred by ASTCA due to the Policy violation.

Disciplinary actions may be taken at any time by ASTCA with or without notice to Customer upon ASTCA's sole discretion and determination in order to protect its network, customers or other Internet users.

Indirect or attempted violations of the policy, and actual or attempted violations by a third-party on behalf of a ASTCA Customer or a Customer's end user, shall be considered violations of the policy by such Customer. Customer is responsible for the security and maintenance of any device that Customer connects to the ASTCA network. ASTCA is not responsible for any loss or damage, including but not limited to data, equipment or financial loss, incurred by Customer as a result of using the ASTCA network.

**Personal Use:** The ASTCA service may only be used by members of the subscribing household for personal purposes. The ASTCA service may not be sold, subleased or shared with third parties. The ASTCA residential service may not be used for commercial purposes. Any wireless network access device operating at a Customer location must be configured to require a password to prevent unrestricted public access to the ASTCA network.

**Commercial Use:** The ASTCA service may only be used by the subscribing business and its employees. The ASTCA service may not be sold, subleased or shared with third parties, unless specifically permitted in the customer's service contract.

**Conduct:** The ASTCA network may be used only for lawful purposes. Transmission, distribution or storage of any material in violation of any applicable law or regulation is prohibited. This includes, without limitation, material protected by copyright, trademark, trade secret or other intellectual property right used without proper authorization, and material that is obscene, defamatory, threatening, unlawful or in any way constitutes or encourages conduct that could constitute a criminal offense.

Inappropriate and unacceptable conduct also includes initiating, perpetuating or participating in malicious activities, including, but not limited to, an illegal scheme, harvesting, use of spyware, falsifying references to ASTCA or impersonating any other person or entity.

ASTCA will cooperate with appropriate law enforcement agencies in investigating claims of illegal activity and may be required to disclose Customer information in order to comply with a court order or subpoena.

**System and Network Security:** Violations of system or network security are prohibited, and may result in criminal and civil liability. Examples of system or network violation include, without limitation, the following:

- Unauthorized access to or use of data, systems or networks, including any attempt to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without express authorization of the owner of the system or network.
- Unauthorized monitoring of data or traffic on any network or system without express authorization of the owner of the system or network.
- Interference with service to any user, host or network including, without limitation, mail-bombing, flooding, deliberate attempts to overload a system and broadcast attacks.
- Forging of any TCP/IP packet header or any part of the header information in an email or newsgroup posting.

ASTCA reserves the right to update the firmware on any set-top box or cable modem connected to the ASTCA network, whether the modem is leased or owned by Customer, when determines a firmware update is necessary to provide, maintain or secure the ASTCA network or service. ASTCA has no obligation to provide any such updates and retains sole discretion to determine whether a firmware update is necessary or appropriate.

**Email:** Sending unsolicited mail messages, including, without limitation, commercial advertising and informational announcements, is explicitly prohibited. A Customer shall not use another site's mail server to relay mail without the express permission of the site. Sending unsolicited mail messages from another site on behalf of a site or mail ID on a ASTCA network is explicitly prohibited.

**Website Usage:** Posting the same or similar message to one or more web sites (excessive cross-posting or multiple posting, also known as spam) is explicitly prohibited. Customer must comply with any publicly posted terms of service associated with a website Customer is vis-

iting.

ASTCA does not accept responsibility for content of materials accessible through the ASTCA network or damages caused by accessing such material. While ASTCA does not censor or edit network traffic or content, ASTCA reserves the right to determine whether any user is in violation of this Policy at any time.

**Changes to the AUP:** The use of the ASTCA network by Customer is subject to the terms and conditions of any agreements entered into by such Customer with ASTCA. This AUP is incorporated into such agreements by reference.

ASTCA's demarcation point in delivering broadband is with the ONT equipment provided to the customer, which allows a customer to connect their device directly using a ethernet cable. If a customer wishes to have wireless connection or wifi extensions, they must purchase the accessory separately to wirelessly connect devices. Customers are responsible for their own equipment such as wireless routers, wifi extenders. ASTCA will charge an applicable fee should they request for configuration of these devices.

ASTCA reserves the right to amend this AUP from time to time and will notify Customers by posting a revised copy of the AUP on the ASTCA website at [www.astca.net](http://www.astca.net). Customers are responsible for monitoring this website for changes. Use of the ASTCA network and/or Services after changes to the AUP are posted on the website shall be deemed to constitute Customer's acceptance of such new or additional terms of the AUP.

**CABLE TV TERMS & CONDITIONS:**

By subscribing to American Samoa Telecommunications Authority ("ASTCA") cable TV service, you agree to the following Terms and Conditions:

1. Services are billed in advance. Payment for services and equipment is due on or before the date stated on the front of this statement. Rates may be adjusted consistent with terms and conditions of the applicable Federal law. NOTE: Please allow six (6) days for mail delivery and payment posting.
2. ASTCA reserves the right to interrupt the service and/or impose a late payment fee if **payment is not received by the due date on your statement.**
3. ASTCA reserves the right to disconnect service if payment is not made when due. If an employee or field crew is dispatched to disconnect service as a consequence of non-payment and payment is made to the above employee or field crew to avoid service interruption, then ASTCA reserves the right to impose a service charge for this courtesy.
4. ASTCA reserves the right to impose a charge for checks returned by the bank to us as unpaid up to the maximum allowed by state law. Returned checks that remain unpaid after notice and a reasonable period for response may be submitted to Legal for action which may include prosecution.
5. ASTCA employees and agents shall be allowed reasonable access to your premises to install, inspect, maintain or disconnect services or equipment.
6. Equipment provided by ASTCA remains the property of ASTCA, its agents or assignees. You agree to pay ASTCA: a). A charge for any ASTCA equipment damaged by you and/or not returned to ASTCA as reflected in the current price guide, and b). Any and all reasonable costs of collection or other action necessary to collect the money you owe us, including, but not limited to the costs of a collection agency, attorney fees and court costs. c). Upon terminating service for any reason, you are responsible for the safe return of ASTCA property.
7. Any disputes or queries pertaining to the information presented on this statement should be forwarded to ASTCA in writing 60 days of receipt of this statement.
8. Any unauthorized attachments to ASTCA's equipment, or tampering with ASTCA's equipment, or unauthorized use of ASTCA signals, may expose you to local, state and/or Federal penalties.
9. This agreement and the service furnished hereunder is not assignable by customer without the prior written consent of ASTCA. Customer shall notify ASTCA of any change of occupancy or ownership of the premises immediately upon such transfer of ownership or tenancy.
10. Customer acknowledges and agrees that ASTCA has the right at any time to preempt, without prior notice, specific programs or services advertised as available to customer and to determine what substitute programming, if any, shall be made available. ASTCA may at its discretion make additions, deletions or modifications to its current program line-up without liability to Customer.
11. This agreement and the service provided hereunder may be terminated: a) By ASTCA, at any time, without prior notice (i) if the customer fails to comply in full with all the terms herein; or (ii) if ASTCA loses the right or ability to use public right-of-way necessary to serve Custom-

er; or **b)** By Customer, at any time, upon separate written notice to ASTCA; or verbal notice by calling ASTCA Customer Service (699-1121) or in person at a ASTCA main office in Tafuna, provided all ASTCA equipment (including all converters and remote control units) are made available by Customer for removal by ASTCA, or are returned to ASTCA by the Customer. In the event of termination by ASTCA, any restoration of Service shall be solely at ASTCA's discretion and on such terms as ASTCA shall determine are necessary to resume Service on a commercially reasonable basis.

12. ASTCA makes no warranty, either express or implied, including, but not limited to, any implied warranty of merchantability or fitness for a particular purpose, as to any goods or services provided under this agreement. In no event, including in the case of a claim for negligence, shall ASTCA be liable for incidental, special, exemplary or consequential damages from whatever cause, including but not limited to loss of business or wages.

13. Residential Customers agree not to use the programming furnished hereunder except for home use on television sets connected for this purpose by ASTCA.

14. Customer agrees to pay all fees, including, but not limited to, all sales, and personal property taxes which may be levied or imposed by any government entity with respect to Customer's property or service.

15. If any provision of this agreement is determined to be illegal or unenforceable by a court of competent jurisdiction, such provision shall be ineffective to the extent of such prohibition without invalidating the remaining provisions of this agreement. If any provision of this Agreement conflicts with a provision of an applicable ordinance or other government regulation, the provision in such ordinance or regulation, to the extent of such conflict, shall apply.

THIS AGREEMENT, OUR SERVICES, AND YOUR RIGHTS, ASTCA TV will be provided to you ("you," "your," or "Customer") ASTCA TV ("American Samoa Telecommunications Authority ") on the terms and conditions set forth in this Service Agreement ("Agreement") and applicable law. ASTCA may change prices, fees, the Service(s) and/or the terms and conditions of this Agreement in the future on thirty (30) days' prior notice. Unless you cancel service within that 30 days, your continued receipt of Service is your acceptance of the change. 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.

**Service Pricing:** How We Will Bill You. Unless you are subject to a minimum term arrangement, Service(s) are provided to you on a month-to-month basis. You will generally be billed monthly, in advance, for recurring service charges, equipment charges, and fees. YOU MUST PAY, ON OR BEFORE THE DAY WE INSTALL ANY OR ALL OF THE SERVICE(S), THE FIRST MONTH'S SERVICE CHARGES, ASTCA EQUIPMENT CHARGES, ANY DEPOSITS, AND ANY INSTALLATION CHARGES. Your first bill may include pro-rated charges from the date you first begin receiving Service(s), as well as monthly recurring charges for the next month and charges for non-recurring services you have received. You may be billed for some Service(s) individually after they have been provided to you; these include measured and per-call charges. If you receive Service(s) under a promotion, after the promotional period ends, regular charges for the Service(s) will apply. We do not waive our rights to collect the full balance owed to us by accepting partial payment. We will apply the partial payment to the outstanding charges in the amounts and proportions that we determine.

**Late or Non-Payments:** You may be billed fees, charges, and assessments related to late or non-payments if for any reason (a) ASTCA does not receive payment for the Service(s) by the payment due date or (b) you pay less than the full amount due for the Service(s).

**Suspension/Disconnect:** If you fail to pay the full amount due for any or all of the Service(s) then ASTCA at its sole discretion in accordance with and subject to applicable law, may suspend or disconnect any or all the Service(s) you receive.

**Reconnection Fees and Related Charges:** If you resume Service(s) after any suspension, we may require you to pay a reconnection fee. If you reinstate any or all Service(s) after disconnection, we may require you to pay an installation fee and/or service activation fee. These fees are in addition to all past due charges and other fees. Reconnection of the Service(s) is subject to our credit policies, this Agreement and applicable law.

**Your Responsibilities Concerning Billing Questions:** Subject to applicable law, if you intend to dispute a charge or request a billing credit, you must contact ASTCA within sixty (60) days of the date on the bill. You waive any disputes or credits that you do not report within sixty (60) days.

**CHANGES TO SERVICES:** Subject to applicable law, we have the right to change our Service(s), ASTCA equipment and rates or charges, at any time with or without notice. We also may rearrange, delete, add to, or otherwise change programming or features or offerings contained in the Service(s), including, but not limited to, content, functionality, hours of availability, customer equipment requirements. If we do give you notice, it may be provided on your monthly bill, as a bill insert, email, in a newspaper or other communication permitted under applicable law. If you find a change in the Service(s) unacceptable, you have the right to cancel your Service(s). However, if you continue to receive Service(s) after the change, this will constitute

your acceptance of the change.

**ASTCA Equipment:** "ASTCA Equipment" means any equipment provided by ASTCA such as gateways, routers, cable modems, voice capable modems, wireless gateway/routers, CableCARDs, converters, digital adapters, remote controls, and any other equipment provided or leased to you by us, excluding equipment purchased by you from ASTCA and Customer Equipment. ASTCA Equipment also includes any software, firmware, or other programs contained within Customer Equipment or ASTCA Equipment. You agree that all ASTCA Equipment belongs to us and will not be deemed fixtures or in any way part of the Premises. You agree to use ASTCA Equipment only for the Service(s) pursuant to this Agreement. We may remove or change the ASTCA Equipment at our discretion at any time the Service(s) are active or following the termination of your Service(s). You acknowledge and agree that our addition or removal of or change to the ASTCA Equipment may interrupt your Service(s). You may not sell, lease, abandon, or give away the ASTCA Equipment, or permit any other provider of video, broadband Internet (high speed data) or telephone services to use the ASTCA Equipment. The ASTCA Equipment may only be used in the Premises. At your request, we may relocate the ASTCA Equipment in the Premises for an additional charge, at a time agreeable to you and us. YOU UNDERSTAND AND ACKNOWLEDGE THAT IF YOU ATTEMPT TO INSTALL OR USE THE ASTCA EQUIPMENT OR SERVICE(S) AT A LOCATION OTHER THAN THE PREMISES, THE SERVICE(S) MAY FAIL TO FUNCTION OR MAY FUNCTION IMPROPERLY. You agree that you will not allow anyone other than ASTCA service the ASTCA Equipment. You will be directly responsible for loss, repair, replacement and other costs, damages, fees and charges if you do not return the ASTCA Equipment to us in an undamaged condition.

**No Unauthorized Devices or Tampering:** You agree not to attach or assist any person to attach, any unauthorized device to our cable network, ASTCA Equipment or the Service(s). If you make or assist any person to make any unauthorized connection or modification to ASTCA Equipment or the Service(s) or any other part of our cable network, we may terminate your Service(s) and recover such damages as may result from your actions. You also agree that you will not attach anything to the Inside Wiring, ASTCA Equipment, or Customer Equipment, whether installed by you or us, which singly or together impairs the integrity of our cable network or degrades our cable network's signal quality or strength or creates signal leakage. You also agree that we may recover damages from you for tampering with any ASTCA Equipment or any other part of our cable network or for receiving unauthorized Service(s).

**End User Software Licenses:** Your use of the software, firmware, and other programs contained within the ASTCA Equipment, and of any other software or plug-ins to such software distributed or used in connection with the Services shall comply with any end user license agreements accompanying such software, as such agreements may be amended from time to time. All such agreements are incorporated in this Agreement by reference. When this Agreement terminates, all end user licenses also terminate; you agree to destroy at that time all versions and copies of all software received by you in connection with the Services.

**User of Services:** You will not use the ASTCA Equipment at any time at an address other than the Premises without our prior written authorization. You agree and represent that you will not resell or permit another to resell the Service(s) in whole or in part. You will not use or permit another to use the ASTCA Equipment or the Service(s), directly or indirectly, for any unlawful purpose, including, but not limited to, in violation of any posted ASTCA policy applicable to the Service(s). Use of the ASTCA Equipment or Service(s) for transmission, communications or storage of any information, data or material in violation of any U.S. federal, state or local regulation or law is prohibited. You acknowledge that you are accepting this Agreement on behalf of all persons who use the ASTCA Equipment and/or Service(s) at the Premises and that you shall have sole responsibility for ensuring that all other users understand and comply with the terms and conditions of this Agreement and any applicable ASTCA policies including, but not limited to, acceptable use and privacy policies. You further acknowledge and agree that you shall be solely responsible for any transactions, including, without limitation, purchases made through or in connection with the Service(s). You agree to indemnify, defend and hold harmless ASTCA and its affiliates, suppliers, the ASTCA Equipment and/or the Customer Equipment or the breach of this Agreement or any of the applicable ASTCA policies by you or any other user of the Service(s) at the Premises.

**INDEMNIFICATION AND LIABILITY OF CUSTOMER:** YOU AGREE THAT YOU SHALL BE RESPONSIBLE FOR AND SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS ASTCA AND ITS EMPLOYEES, AFFILIATES, SUPPLIERS, AGENTS, CONTRACTORS, DISTRIBUTORS, LICENSORS AND BUSINESS PARTNERS AND SHALL REIMBURSE US FOR ANY DAMAGES, LOSSES OR EXPENSES (INCLUDING WITHOUT LIMITATION, REASONABLE ATTORNEYS' FEES AND COSTS) INCURRED BY US IN CONNECTION WITH ANY CLAIMS, SUITS, JUDGMENTS, AND CAUSES OF ACTION ARISING OUT OF (a) YOUR USE OF THE SERVICE(S) OR ASTCA EQUIPMENT; (b) VIOLATION OR INFRINGEMENT OF CONTRACTUAL RIGHTS, PRIVACY, CONFIDENTIALITY, COPYRIGHT, PATENT, TRADEMARK, TRADE SECRET, OR OTHER INTELLECTUAL PROPERTY AND PROPRIETARY RIGHTS ARISING FROM YOUR USE OF THE SERVICE(S) OR ANY UNAUTHORIZED APPARATUS OR SYSTEM; (c) ANY CLAIMS OR DAMAGES ARISING OUT OF THE LACK OF 911/E911 OR DIALING ASSOCIATED WITH A HOME SECURITY, HOME DETENTION, OR MEDICAL MONITORING SYSTEM; AND (d) YOUR BREACH OF ANY PROVISION OF THIS AGREEMENT.

**Customer Privacy Notice and Security:** ASTCA will provide you with a copy of our customer privacy notice at the time we enter into an agreement to provide any Service(s) to you, and

**Terms and Conditions**, last updated July 28, 2020

annually afterwards, or as otherwise permitted by law. b. To the extent ASTCA is expressly required to do so by applicable law, we will provide notice to you of a breach of the security of certain personally identifiable information about you. It is ASTCA 's information security policy to provide such notice to you.

**Customer Information:** During the term of this Agreement, you have provided and will provide to ASTCA information that is accurate, complete and current, including without limitation your legal name, address, telephone number(s), the number of devices on which or through the Service(s) is being used, and payment data (including without limitation information provided when authorizing recurring payments). You agree to notify us promptly, in accordance with the terms of this Agreement, if there is any change in the information that you have provided to us. Failure to provide and maintain accurate information is a breach of this Agreement.

**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.

**Notice Method for Changes to this Agreement:** We will provide you notice of changes to this Agreement consistent with applicable law. The notice may be provided on your monthly bill, as a bill insert, in a newspaper, by email, or by other permitted communication. If you find the change unacceptable, you have the right to cancel your Service(s). However, if you continue to receive the Service(s) after the change, this will constitute your acceptance of the change.

**ADDITIONAL LIMITATIONS ON ASTCA 'S LIABILITY FOR ASTCA TV:** You acknowledge that there is some content and material available through ASTCA TV that may be offensive to some individuals, may be unsuitable for children, may violate federal, state or local laws, rules or regulations, or may violate your protected rights or those of others. We assume no responsibility for this content or material. Anyone who accesses such content and material does so at his or her own risk. NEITHER ASTCA NOR ITS AFFILIATES, SUPPLIERS, EMPLOYEES, AGENTS, CONTRACTORS, DISTRIBUTORS, LICENSORS, OR BUSINESS PARTNERS SHALL HAVE ANY LIABILITY WHATSOEVER FOR ANY CLAIMS, LOSSES, ACTIONS, DAMAGES, SUITS, OR PROCEEDINGS ARISING OUT OF OR OTHERWISE RELATING TO ACCESS TO SUCH CONTENT OR MATERIAL BY YOU OR OTHERS. Questions or complaints regarding content or material should be addressed to the content or material provider. You acknowledge that software programs are commercially available that claim to be able to restrict access to sexually explicit or other objectionable material on the Internet. We make no representation or warranty regarding the effectiveness of such programs.

**Authorization of ACH Payments:** 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.

**Installation:** Once you've completed the sign up process for ASTCA TV and made the initial upfront payment, please allow up to 10 days from the date of sign up for installation.

**Equipment Warranty:** We may replace your equipment for you provided that the damage is due to a manufacturers defect within the first 60 days. If the box is damaged after 60 days, the customer will be responsible for purchasing a new Set top box. The 60-day warranty does not apply to Landline 2500 instruments and are excluded from equipment warranty terms. Landline 2500 instruments come with a 48hr warranty which can be replaced if the damage is due to manufacturers defect.

**Technical Support:** ASTCA will provide e-mail technical and phone support to the End User. ASTCA will attempt to respond to e-mail requests for technical support within one business day (24 hours); phone response within 8 hours. Contact [customercare@astca.net](mailto:customercare@astca.net) or [customerservice@astca.net](mailto:customerservice@astca.net), 24hr phone support at 611 or 699-1126.

**NOTICE OF RIGHTS CONCERNING USE OF CUSTOMER PROPRIETARY NETWORK INFORMATION (CPNI):**

Updated July 2018

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 cable TV or Internet Service 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.

I \_\_\_\_\_, by signing this residential service application, acknowledge my acceptance of the upfront costs, monthly costs, installation costs (if any), and that I have read and agree to the terms outlined in this agreement.

\_\_\_\_\_  
Customer Name

\_\_\_\_\_  
ASTCA Associate Name

\_\_\_\_\_  
Employee No.

\_\_\_\_\_  
Customer Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
ASTCA Associate Signature

\_\_\_\_\_  
Date



 **RETAIL USE ONLY**

Process and complete required record details.

Service Order No.	Agreement No.	
ONT Serial No.	STB Serial No.	MAC Address

- |  |   |
|--|---|
| <input type="checkbox"/> Service Application Complete  | <input type="checkbox"/> Receipt Issued   |
| <input type="checkbox"/> Customer Acceptance Signature | <input type="checkbox"/>  Scheduled in Dispatch Calendar |
| <input type="checkbox"/> Agreement No.                 | <input type="checkbox"/>  Scheduled Date _____           |
| <input type="checkbox"/> Payment Applied               | <input type="checkbox"/> New Customer _____   |

Additional  
Comments *(if any)*



\_\_\_\_\_  
Retail Representative                      Signature                      Date

\_\_\_\_\_  
Retail Manager / Supervisor                      Signature                      Date Reviewed

 **CUSTOMER SERVICE USE ONLY**

Process and complete required record details.

**Customer Service**

- |  |  |  |
|--|--|--|
|  | <input type="checkbox"/>  Applicate Received Date _____ | <input type="checkbox"/> Service Activation Complete |
|  | <input type="checkbox"/> Service Application Complete  | <input type="checkbox"/> Provisioning Complete       |

\_\_\_\_\_  
Customer Service Representative                      Signature                      Date

**Dispatch Service**

- |  |   |  |
|--|---|--|
|  | <input type="checkbox"/> Workflow Service Order | <input type="checkbox"/> Customer Confirmation |
|  | <input type="checkbox"/> Site Visit Scheduled   | <input type="checkbox"/> Customer Billed       |

Additional  
Comments *(if any)*



\_\_\_\_\_  
Dispatch Service Representative                      Signature                      Date

\_\_\_\_\_  
Dispatch Lead / Supervisor                      Signature                      Date

\_\_\_\_\_  
Billing Representative                      Signature                      Date

\_\_\_\_\_  
CSC Manager / Supervisor                      Signature                      Date