

1. Agreement

This agreement applies to the relationship between the customer ("You") and Computer Services Limited ("Us").

This agreement does not in any way effect your relationship with the Government or any other provider of telecommunications or Internet services or with any company or individual.

2. Services

These terms and conditions apply for your use of the Samoa.ws Internet services ("the Services").

By using the Service you confirm your acceptance of these terms and conditions.

We may from time to time change these terms. We will advise you of any changes by writing or by e-mail.

3. Commencement

This agreement commences from the date of our first activation of Services for you.

4. Our Commitments

We will do our best to provide and maintain quality Services, but we do not guarantee that they will be continuous or fault free.

We will do our best to fix any fault in our Services as soon as we become aware of it.

We will give you advance notice of any increase in charges for our Services.

We agree to keep any information given by you to us in the course of providing the Services, will be kept confidential.

5. Your responsibilities

You agree:

- At all times you will follow our instructions for the use of our Services and you agree to comply with any reasonable restrictions we place on your use of the Services.
- You will ensure that everyone you are responsible for meets the responsibilities of this agreement.
- You will use the Services in a reasonable and responsible manner.
- That in using the Services you will not infringe anyone's legal rights or breach any laws.
- You will not disclose your password to anyone else.
- You will be responsible for any use of your connection to our services, including any charges or costs incurred.
- That if any charges are overdue and are not fully paid we may restrict or suspend your use of the Services. We may advise any other person or entity within Samoa or elsewhere of this restriction or suspension.
- You will remain liable for outstanding charges and interest thereon at the prevailing Bank overdraft rate from the point in time that they became due and for any reasonable expenses that we may incur in collecting any money that you owe us or in exercising our other legal rights.
- You will remain liable for all charges for the minimum contract period
- To pay all sums charged to your account but if you dispute any sum you agree to advise us of the alleged mistake within seven (7) days of receiving the account providing any evidence that you may have of that mistake. We will investigate the claim and if correct we will record a credit against future accounts.
- To authorise us to apply any credit balance in any account you may have with us or set off any money we owe you against any money due to us or required to meet any costs, losses or liabilities incurred where you fail to observe this agreement.
- That any lawful deduction or taxation (VAGST included) required to be made by you or by us or added to any payment that you are required to make to us under this

agreement will be in addition to the sum charged so as to ensure that we receive a net sum equal to the payment levied.

- You may find some information that you access using the Service is indecent or offensive. We cannot control the content of the information which you access over the Internet and can accept no responsibility for it. We can accept no responsibility for the accuracy of any information you obtain through the Service.

6. Identification name and numbers

We will issue you with an account name or number and email account name(s) or number(s) for you to use depending on the type of services you want. The name and numbers always remain our property.

We may change any name or number e.g. by allocating a new number. We will use our best efforts to give you reasonable notice of such a change, but we cannot be responsible for any consequences to you arising from any change.

7. Charges and Billing

You agree to pay all charges to your account no matter who has incurred them. The standard charges are as set out in our current list and may be varied at any time by posting new charges to our web site.

You will pay any connection fee before access if given to the network, all monthly fees and any usage fees. Additional fees will be levied for overtime access, additional email accounts, web page hosting or other services that you may be offered and accept.

You may be required to pay a security deposit either prior to the provision of services or at any time thereafter.

Your bills will be sent via email. If requested by you, we will also send a copy to your designated address in Samoa.

Your bills may be paid by an authorised automatic transfer from any Bank but we must specifically accept the arrangement.

All bills should be paid and receipted in the time frame specified.

You acknowledge that interest will accrue on any unpaid accounts until settlement in full.

8. Disconnection/Restricted Services

You acknowledge that we can at any time for failure to pay charges or any other breach of this agreement or other conditions of supply of services disconnect or restrict our services to you.

We may for commercial or other reasons decide to discontinue a particular service. In all cases we will try to contact you before doing this.

9. Transferring responsibility

You may not transfer responsibility for the rights and obligations under this agreement to any other person or organisation.

We may transfer to someone else the whole or part of our side of this agreement.

10. Absolute limited liability

Notwithstanding anything herein in the event that either any Court Orders or we accept liability arising out of this agreement it is a fundamental condition of this agreement that the total sum of that liability whether in contract or in tort or otherwise be limited to a maximum of \$20,000 Samoa Tala for any event or any series of related events and to a total of \$40,000 Samoa Tala over any twelve (12) month period.

11. Each term separately binding

Each term of every agreement you have with us is separately binding, and if for any reason, you or we cannot rely on any term all other terms remain binding. The failure or delay in exercising any right or power will not be a waiver of that right or power. Termination of this agreement does not affect the rights or responsibilities, which are intended to continue or to come into existence afterwards.

12. Samoa Law

This agreement is governed by the laws of Samoa.