

# NEXTGEN BROADBAND FORM

## CUSTOMER INFORMATION

\*Customer Name

\*First Name

Middle Name

\*Village

\*Date of Birth

\*ID Provided

 Passport  Driver License  Voter ID  Military ID  ASG  IMG ID

\*ID Number

## CONTACT INFORMATION

Customer Phone #

Email Address

Other Contact Phone #

Contact Name

PO Box Number

 Shared (Please indicate if PO Box is on a Shared/Multi-House Residence)

## HOME ADDRESS INFORMATION

Housing

 Rent (Please fill in landlord authorization form)  Home Owner

Street Description

  
  
  


## BROADBAND PACKAGES

Please indicate below with a check mark the service plan you wish to buy.

Package	Price	Speed	
<input type="checkbox"/> Gold	\$79	<input type="checkbox"/> 10(Mbps)	<input type="checkbox"/> 5(Mbps)
<input type="checkbox"/> Platinum	\$99	<input type="checkbox"/> 20(Mbps)	<input type="checkbox"/> 5(Mbps)

## TOTAL COST

Upfront Costs		Monthly Recurring Costs
First Months Service - Broadband		Monthly Service Charge - Broadband
Installation Fee (\$50)		
<b>Total Upfront Cost</b>		<b>Total Monthly Cost</b>

# TERMS AND CONDITIONS

## 1. MOANA TV SERVICE AGREEMENT

This MoanaTV Service Agreement is between you as our valued Subscriber and AST Telecom LLC, ("Bluesky") and it sets forth the terms and conditions under which you agree to use the service and we agree to provide the Service.

This Agreement consists of the terms below, plus (a) the signed Equipment form; (b) signed Service Application form and (c) other Moana TV policies referred to in this Agreement (including our Privacy Policy), all of which are incorporated herein by reference. A current version of this Agreement and related policies are posted online at <http://www.bluesky.as> ("Website"). You can also receive a paper copy of this Agreement through your sales representative.

## 2. INFORMATION

The Cable Communications Policy Act of 1984 contains certain provisions regarding the collection and maintenance of personally identifiable information by television operators. Bluesky abides by the rules and regulations guided by the Cable Communications Policy Act of 1984. Any information so collected will not be disclosed without your prior written permission.

## 3. PARENTAL CONTROL

You acknowledge that MoanaTV service will allow you access to programs which may be sexually explicit, obscene, or offensive, or otherwise unsuitable for children. You agree that the supervision and use of the service by children is your responsibility and that MoanaTV is not responsible for access by you or any other members of your household to objectionable or offensive content. We provide parental controls and other tools that you can use to block access to certain video programming. Parental controls for video programming generally require that you set up a Password on your Set Top Box. For more information, please contact our office or visit our website at [www.bluesky.as](http://www.bluesky.as). Your first password reset will be free, and afterwards, you will be charged a \$10.00 service fee to reset your box.

## 4. DISCLAIMER

Due to Commercial and technical requirements, MoanaTV lineup is subject to change. MoanaTV is not obligated to adhere to a specific channel line-up or reduce the monthly fee owed by customers.

## 5. DEFINITIONS AND CHANGES TO SERVICE

- 5.1 "Broadband Services" means Bluesky's internet services.
- 5.2 "NextGen" refers to Bluesky's Broadband and TV delivery services.
- 5.3 "Double Play Service" is a bundled service with MoanaTV Extended Basic Plan and Broadband.
- 5.4 "Triple Play Service" is a bundled service with MoanaTV Extended Basic Plan, Broadband and Superior 30 Plan.
- 5.5 "Equipment" means the dish antenna, modem, set top box and/or other equipment provided by Moana TV for use with the Service.
- 5.6 "Service" means Bluesky MoanaTV Services, equipment, content, additional Services, technical support, email, domain name server ("DNS") and related services, and other products and services provided by MoanaTV under the pricing plan applicable to your Service.
- 5.7 "Bluesky Website" means the site located at <http://www.bluesky.as> operated by Bluesky.

## 6. LIMITED WARRANTY FOR MOANA TV DIGITAL SET TOP BOX EQUIPMENTS

### 6.1 GENERAL PROVISIONS

The warranties described below are provided by MoanaTV to the original account holder/subscriber of MoanaTV service agreement. Each account holder/subscriber will require a dish antenna, digital set top box and Modem, for which an equipment rental charge is inclusive to the account holder's monthly service rate. Equipment(s) will remain sole property of Bluesky. Under these warranties, Bluesky will repair or replace, at its option, any covered part which is found to be defective in material or workmanship during the warranty term. Warranty service must be performed by authorized technicians from Bluesky, which will use only new or remanufactured parts or components furnished by MoanaTV. Warranty service will be performed without charge to the account holder/subscriber for parts or labor. The account holder/subscriber will be responsible, however, in maintaining proper maintenance to the Equipment(s). Account holder/subscriber will not resell any of the Equipment(s) to any parties for financial gains.

### 6.2 WHAT IS WARRANTED

Replace the product with the same configuration or equivalent as directed by Bluesky. Inform the account holder/subscriber the serial number and model Bluesky took out of service. Inform the account holder/subscriber of the serial number and model Bluesky sent as a replacement. Repair of problems caused by direct lightning damage, or other natural disasters (such as flooding and landslides) will be covered under the warranties.

### 6.3 WHAT IS NOT WARRANTED

MOANA TV IS NOT RESPONSIBLE FOR THE FOLLOWING: (1) Any Equipment(s) that has been altered or modified in ways not approved by Moana TV such as movements of Equipment(s) to any residence other than the one specified in the Service Address on Application is a felony. (2) Upon termination of service, whether voluntary or due to non-payment, all the Equipment(s) must be returned to Bluesky immediately. Bluesky will disconnect services and will collect or retrieve Equipment(s) from your residence (4) Theft of Equipment(s) from account holder/subscriber's service address (5) Any damage caused by physical damage, unauthorized alterations or attempted repair, normal wear, lack of reasonable and proper maintenance, failure to follow instructions, misuse, lack of proper protection during storage, or accident; (6) Items that come with the MoanaTV set top box such as remote controller, batteries, HDMI jumper wires and router are not covered under the warranty.

Please initial to verify that you understand and agree to the terms and conditions stated above

Customer Initial

Bluesky Rep Initial

# TERMS AND CONDITIONS

## 6.4 SECURING WARRANTY SERVICE

To secure warranty service, the account holder/subscriber must (1) Report the product defect to Bluesky Call Center and request repair (2) Present evidence of the warranty start date or date of purchase, and (3) Make the Equipment available to an authorized Bluesky technician or Customer Service Center within a reasonable period.

## 6.5 LIMITATION OF IMPLIED WARRANTIES AND OTHER REMEDIES

**BLUESKY EQUIPMENT(S)** - To the extent permitted by law, neither Bluesky nor any affiliates make any warranties, representations or promises as to the quality, performance, or freedom from defect of the Bluesky Equipment covered by this warranty.

## 7. REVISIONS TO THIS AGREEMENT

From time-to-time revisions will be made to this Agreement and the policies relating to the Service. Notice of such revisions will be posted on the Bluesky website ([www.bluesky.as](http://www.bluesky.as)), or an email will be sent to your primary email address, or both. You agree to visit the Bluesky website periodically to review any such revisions. We will provide you with a thirty (30) day notice prior to the effective date of any increase to the monthly price of your Service or Bundled Service plan (excluding other charges as detailed in Sections 8); revisions to any other terms and conditions shall be effective on the date noted in the posting and/or email we send you. By continuing to use the service after revisions are effective, you accept and agree to abide by them.

## 8. PRICING AND FEES

### 8.1 SERVICE CHARGES ARE DUE AND PAYABLE IN ADVANCE. NON-PAYMENT WILL RESULT IN TERMINATION OF SERVICE.

### 8.2 Moana TV Extended Basic & Premium Channels

If any of the Premium Channels are out of service for less than 24 hours due to service interruptions, no adjustment will be credited to the account. You will be receiving most of the working channels involved within the bundled Premium Channels and Extended Basic Package.

### 8.3 Charges

A monthly service charge will be prorated from the date of Installation, and service is payable in advance. Failure to pay the monthly bundled amount will cause Bluesky services to be disconnected. Customer must be present at the time of installation. Maintenance and repair of wiring within the home is the responsibility of the homeowner. Bluesky will repair any problem resulting from poor workmanship. However, repair fees may be assessed and charged for the damage resulting from sources other than Bluesky technicians. If the customer is not the owner of the premise specified to be serviced in this Agreement, customer agrees to indemnify and hold Company harmless from all claims of such owner or interested parties out of the performance of this Agreement.

### 8.4 Late Fees and Disconnection

Service charges are due and payable in advance. If payment is not received by the 0th day of the month, service will be disconnected. Set reconnection fee is \$10. Any reconnection request after 90 days will be considered a re-installation and the outstanding balance must be paid. Installation fee is set at \$50. If you change your Service Option, the monthly rate may change (depending on the Option you select), but all other provisions of this Agreement will remain in effect unless otherwise noted.

### 8.5 Decommission

If by any means after 90 days your service is still disconnected due to an unpaid bill, your service lines/drop will be disconnected. Bluesky technicians will schedule a visit to your home to retrieve equipment(s). Any reconnection request after this will be considered a new installation and will require a \$50 installation fee plus payment of any outstanding debt that has not been paid or written off.

### 8.6 Maintenance Site Visit

Service site visits that are non-related will result in a \$10 per hour charge.

## 9. TERM

All Bluesky service charges are on a month-to-month term basis.

## 10. AUTHORIZED USER, ACCOUNT USE, AND RESPONSIBILITIES

### 10.1. Change in Personal and Billing Information

You acknowledge that you are eighteen (18) years of age or older and that you have the legal authority to enter into this Agreement. You agree promptly to notify Bluesky whenever your personal or billing information changes. Your billing statement is generated monthly, should you not receive your monthly billing by the 10th day of the new month. You have the responsibility to notify Bluesky immediately to obtain your current bill.

### 10.2. Responsibility for the Service Account

You are responsible for your Service and account, whether the service is used by you or someone with or without your permission. This responsibility includes all secondary or sub-accounts associated with your primary account. You are also responsible to pay for all payable activities associated with your account. You agree to comply with all applicable laws, regulations, and rules regarding your use of the Service and to only use the Service within American Samoa (unless otherwise permitted by this Agreement).

### 10.3. Restrictions on Use

The Service is a consumer grade service and is not designed for or intended to be used for any commercial purpose. You may not resell the Service, use it for high volume purposes, or engage in similar activities that constitute such use (Commercial or non commercial). If you subscribe to a service, you may connect computers/devices within a single service premise to your modem and/or router to access the Service, but only through a single Bluesky issued IP address. You also may not exceed the bandwidth usage limitations that Bluesky may establish from time to time for the Service or use the Service to host any type of server. Violation of this section may result in bandwidth restrictions on your Service or suspension or termination of your Service.

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# TERMS AND CONDITIONS

## 11. PRIVACY POLICY: LEGAL COMPLIANCE

Personal information you provide to Bluesky is governed by our Privacy Policy, which is posted on the Website and is subject to change from time to time. Bluesky reserves the right to provide account and user information, including email, to third parties as required or permitted by law (such as in response to a subpoena or court order), and to cooperate with law enforcement authorities in the investigation of any criminal or civil matter. Such cooperation may include, but is not limited to, monitoring of the MoanaTV network consistent with applicable law. In addition, Bluesky is required by law to report any facts or circumstances reported to us or that we discover from which it appears there may be a violation of the child pornography laws. We reserve the right to report any such information, including the identity of users, account information, images, and other facts to law enforcement personnel.

## 12. AVAILABILITY OF AND CHANGES TO SERVICE

### 12.1 Service and Bandwidth Availability and Speed

The Service you select may not be available in all areas or at the rates, speeds, or bandwidth generally marketed, and some locations may not qualify for the Service even if initial testing showed that your line was qualified. We will provision qualified wireless lines at the maximum line rate available to your location based on our standard line qualification procedures, unless you have selected a level of service with a lower maximum line rate. Bandwidth is provided on a per-line (not a per-device) basis. The speed of the Service will vary based on network or Internet congestion, your computer configuration, type of use (e.g., streaming media), and the wiring inside your premise, among other factors. We reserve the right, at any time, with or without prior notice to you, to restrict or suspend the Service to perform emergency maintenance activities and to maintain session control.

### 12.2. Conversion

Bluesky reserves the right to change service delivery methods to the house as technology changes over time.

### 12.3. Changes to Service or Features

MoanaTV reserves the right to change any of the features, content, or applications of the Service at any time with or without notice to you.

### 12.4 Changes due to invalid payment method

We may discontinue your Service without notice if Service charges on your bill or payment method (credit/debit/ACH) is declined for any reason, or if you fail to make payment when due or to provide us with a new payment method (credit/debit/ACH).

### 12.5 Maintenance Work

Our technicians must periodically test and occasionally repair our equipment throughout the system. Maintenance work may cause a temporary loss of service to an entire neighborhood known as a "maintenance outage." If your service is not working properly, contact our Customer Service Center. If a maintenance outage is affecting your area, you will be informed when you call. If the problem is not being caused by maintenance, we will determine the source of the problem and will restore your service as quickly as possible. Based on the "maintenance outage" report, we will determine whether your account should be credited for the day(s) without service.

### 12.6 Service Interruptions

Bluesky maintains a high standard of technical operations within our systems and responds promptly to most service interruptions. On occasion, service interruptions may arise due to unforeseen problems such as power outages, electrical storms, severe weather conditions, auto accidents involving utility poles, and in some cases, loss of signal at the origination point of the program. In addition, every year our satellite reception is disrupted by activity from the sun. This disturbance, which affects most satellite companies within the United States, occurs at the end of February and again in October, due to direct alignment of the sun with our satellite and our earth stations. Unless otherwise provided by applicable law, if you experience a verifiable service outage of more than two hours and notify us in a timely manner, we will credit your account for such loss of service.

## 13. TERMINATION OR SUSPENSION OF SERVICE

### 13.1. Termination Due To Non-payment

If you do not pay for your service before the due date, your service will automatically be suspended.

### 13.2. Termination Due To Breach

If you breach any part of this agreement, your service will be terminated without notice.

## 14. MANAGEMENT OF YOUR DATA AND COMPUTER

### 14.1. Your Responsibilities Regarding Management of Your Computer and Data

You are solely responsible for obtaining, maintaining, and updating all equipment to use the Service, and for management of your information, including but not limited to back-up and restoration of your data. YOU AGREE THAT BLUESKY IS NOT RESPONSIBLE FOR THE LOSS OF YOUR DATA OR FOR THE BACK-UP OR RESTORATION OF YOUR DATA ON YOUR DEVICE(S). YOU SHOULD ALWAYS BACK-UP ANY IMPORTANT INFORMATION.

### 14.2 Your Responsibilities Regarding Security

You agree that you are solely responsible for maintaining the security of your computer(s) and data, including without limitation, encryption of data and protection of your User ID, password, and personal and other data. WE STRONGLY RECOMMEND THE USE (AND APPROPRIATE UPDATING) OF COMMERCIALY AVAILABLE ANTI-VIRUS, ANTI-SPYWARE AND FIREWALL SOFTWARE.

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## 14.3 Monitoring of Network Performance by MoanaTV

Bluesky automatically measures and monitors network performance and the performance of your Internet connection and our network. You also consent to Bluesky monitoring of your Internet connection and network performance. We do not share information collected outside of Bluesky.

## 15. ACKNOWLEDGEMENTS AND AGREEMENT ON THE USE OF THE SERVICE

### 15.1 You Acknowledge and Agree

- a) You acknowledge and agree that Bluesky is not responsible for invalid destinations, transmission errors, or the corruption of your data.
- b) You acknowledge and agree that Bluesky does not guarantee your ability to access all websites, servers or other facilities or will meet all your needs.
- c) You acknowledge and agree that the service will allow access to information which may be sexually explicit, obscene, or offensive, or otherwise unsuitable for children. You agree that the supervision of use of the Service by children is your responsibility and that Bluesky is not responsible for access by you or any other users to objectionable or offensive content.

### 15.2 Protecting from Virus and Malicious Activities

Bluesky strongly recommends the use of Anti-Virus, Anti-Spyware, and Firewall software to protect you from malicious activities.

### 15.3 Bluesky Brand Protection

You are not authorized to use any Bluesky brand names or mark as a hypertext link to any advertising, publicity or in any other commercial manner without the prior written consent of Bluesky.

## 16. EQUIPMENTS

Bluesky solely owns all equipment. Bluesky expects you to:

- a) Provide a suitable environment for the Equipment.
- b) Take reasonable precautions to protect the Equipment from theft or other loss or damage.
- c) Be responsible for any damages to the Equipment while it is on your premises.
- d) You are not responsible if damage was caused by strong winds or rain.

## 17. BLUESKY BROADBAND ACCEPTABLE USAGE POLICY ETHICAL GUIDELINES

We expect you to:

**17.1** Obey all federal and state laws regarding your use of the Internet and information obtained or transmitted through the Internet. Respect the ownership of information including copyright and license agreements.

**17.2** Be courteous in your use of the Internet and network resources.

**17.3** Respect the opinion of others and their right to voice those opinions.

**17.4** Respect the culture and civility of communication and disclosure on or through the Internet.

**17.5** Respect the privacy of other users; for example, you should not intentionally seek information on, obtain copies of, or modify files, other data, or passwords belonging to other users, or represent yourself as another user unless explicitly authorized to do so by that user.

**17.6** Respect the legal protection provided by copyright and license to programs and data. Use the Internet in ways consistent with ethical guidelines and accepted community standards; malicious use is not acceptable. Follow the Acceptable use Policies of any network you may use to FTP, telnet or chat.

**17.7** Be aware that many networks are production or communications networks that many people rely on for business, education, or communications; uses that significantly interfere with the ability of others to make effective use of the network are not acceptable.

**17.8** Unauthorized cable hookups are a violation of the SMB Services Subscription Agreement. Tampering with or altering a cable system or converter to receive unauthorized services in a Federal crime punishable by fines and/or imprisonment. We have the technology necessary to detect unauthorized hookups, and we conduct periodic system checks.

**17.9** Assume that information and resources are private to the individuals and organizations which own or hold rights to those resources and information unless specifically state otherwise by the owners or holders of rights; it is not acceptable to use your account to access information or resources unless permission to do so has been granted by the owners of holders of rights to those resources or information.

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Bluesky Rep Initial

# TERMS AND CONDITIONS

## 18. LEGAL GUIDELINES

You may not use your account:

- 18.1** For any purpose which violates U.S. Federal or State Laws.
- 18.2** To interfere with or disrupt network users, services, or equipment including distributing, unsolicited advertising, propagating computer worms or viruses, and using the network to make unauthorized entry to other computers, information, or communications devices or resources.
- 18.3** To transmit threatening, obscene, or harassing materials.
- 18.4** To hack into another system for the purpose of sabotaging another's computer. In a manner that precludes or significantly hampers its use by others.
- 18.5** To send messages likely to result in the loss of recipients' work or systems.
- 18.6** To send or respond to chain letters.
- 18.7** To broadcast messages to lists or individuals that have not explicitly expressed an interest in such messages, particularly where such use causes congestion of the networks or otherwise interferes with the work of others.
- 18.8** To intentionally develop programs that harasses other users or infiltrates a computer or computing system and/or damages or alters the software components of a computer or computing system.

## 19. VIOLATION OF ACCEPTABLE USAGE POLICY

The following constitute violations of this AUP:

- 19.1** Illegal use: Using the Services to transmit any material (by email, uploading, posting, or otherwise) that, intentionally or unintentionally, violates any applicable local, state, national or international law, or any rules or regulations promulgated thereunder.
- 19.2** Harm to minors: Using the Services to harm or attempt to harm minors in any way.
- 19.3** Threats: Using the Services to transmit any material (by email, uploading, posting, or otherwise) that threatens or encourages bodily harm or destruction of property.
- 19.4** Harassment: Using the Services to transmit any material (by email, uploading, posting, or otherwise) that harasses another.
- 19.5** Fraudulent activity: Using the Services to make fraudulent offers to sell or buy products, items, or services or to advance any type of financial scam such as "pyramid schemes", "Ponzi schemes", and "chain letters".
- 19.6** Forgery or impersonation: Adding, removing, or modifying network header information to deceive or mislead is prohibited. Attempting to impersonate any person by using forged headers or other identifying information is prohibited. The use of anonymous remailers or nicknames does not constitute impersonation. Using deliberately misleading headers ("munging" headers) in news postings to avoid spam email address collector is allowed.
- 19.7** Unsolicited commercial email/Unsolicited bulk email: Using the Services to transmit any unsolicited commercial email or unsolicited bulk email. Activities that have the effect of facilitating unsolicited commercial email or unsolicited bulk email whether that email is commercial in nature are prohibited.
- 19.8** Unauthorized access: Using the Services to access or to attempt to access, the accounts of others, or to penetrate, or attempt to penetrate, security measures of MoanaTV's or another entity's computer software or hardware, electronic communications system, or telecommunications system, whether the intrusion results in the corruption or loss of data.
- 19.9** Copyright or trademark infringement: Using the Services to transmit any material (by email, uploading, posting, or otherwise) that infringes any copyright, trademark, patent, trade secret, or other proprietary rights of any third party, including, but not limited to, the unauthorized copying of copyrighted materials, the digitization and distribution of photographs from magazines, books, or other copyrighted sources, and the unauthorized transmittal of copyrighted software. Collection of personal data. Using the Service to collect, or attempt to collect, personal information about third parties without their knowledge or consent.
- 19.10** Network disruptions and unfriendly activity: Using the Services for any activity, this adversely affects the ability of other people or systems to use the Internet. This includes "denial of service" (DoS) attacks against another network host or individual user. Interference with or disruption of other network users, network services or network equipment is prohibited. It is the Subscriber's responsibility to ensure that their network is configured in a secure manner. A Subscriber may not, through action or inaction, allow others to use their network for illegal or inappropriate actions. A Subscriber may not permit their network, through action or inaction, to be configured in such a way that gives a third party the capability to use their network in an illegal or inappropriate manner.

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Customer Initial

Bluesky Rep Initial

# TERMS AND CONDITIONS



**19.11 Exceeding Capped Downloads:** Using the Services or downloading beyond the capped downloads as specified in your individual plan may result in the speed of your connection being reduced, additional charges based on the quantity of exceeded downloads or in your service being disconnected without notice.

## 20. DISCLAIMERS OF WARRANTY

**20.1** You acknowledge and agree that the service supplied hereunder is provided on an "as is" or "as available" basis, with faults that may be existing. Except as otherwise specifically set forth in this agreement and in any manufacturer warranty for any equipment provided by Bluesky (but only if such warranty is included with such equipment), Bluesky (and its officers, employees, parent, subsidiaries, and affiliates),

Its third party licensors, providers and suppliers, disclaim and all warranties and conditions for the service, whether express or implied, including but not limited to the implied warranties of merchantability and fitness for a particular purpose, accuracy, non-infringement, non-interference, title, compatibility of computer systems, integration, and those arising from course of dealing, course of trade, or arising under statute. Also, there is no warranty of workmanlike effort or lack of negligence. No advice or information given by Bluesky or its representatives shall create a warranty with respect to advice provided.

**20.2** Bluesky does not guarantee that service can be installed to your location, or that installation will occur according to a specified schedule, even if Bluesky has accepted your order for service. The installation of service is subject to network availability, circuit availability, loop length, the condition of your line and wiring inside your location, and your computer/device configuration and capabilities, among other factors.

**20.3** Bluesky does not warrant that the service or equipment provided by Bluesky will perform at a particular speed, bandwidth, or data throughput rate, or will be uninterrupted, error-free, secure, or free of viruses, worms, disabling code or conditions, or the like. Bluesky shall not be liable for loss of your data, or if changes in operation, procedures, or services require modification or alteration of your equipment, render the same obsolete or otherwise affect its performance.

**20.4** In no event shall the Bluesky parties or Bluesky third party licensors, providers or suppliers be liable for any indirect, punitive, special, consequential or incidental damages, including without limitation, lost profits or loss of revenue, loss of programs or information or damage to data arising out of the use, partial use or inability to use the service, or reliance on or performance of the service, regardless of the type of claim or the nature of the cause of action, including without limitation, those arising under contract, tort, negligence or strict liability, even if Bluesky has been advised of the possibility of such claim or damages against you by any other party.

**20.5** The remedies expressly set forth in this Agreement are your sole and exclusive remedies. You may have additional rights under certain laws (such as Consumer Laws), which do not allow the exclusion of implied warranties, or the exclusion of limitation of certain damages. If these Laws apply, our exclusions or limitations may not apply to you.

## 21. DUTY TO REPORT

Bluesky requests that anyone who believes that there is a violation of this agreement should contact Customer Service providing the following information:

- a) The name of the violator.
- b) The date and time of the alleged violation.
- c) Evidence of the alleged violation.

## 22. RESPONSE TO VIOLATION

Bluesky may take any one or more of the following actions in response to complaints depending on the outcomes from the verifications on violations:

- a) Issue warnings: written or verbal.
- b) Suspend the Member's account.
- c) Terminate the Member's account.
- d) Bill the Member for administrative costs and/or reactivation charges.
- e) Bring legal action to enjoin violations and/or to collect damages, if any, caused by violations.

## 23. GENERAL PROVISIONS

**23.1** All obligations of the parties under this Agreement, which, by their nature, would continue beyond the termination of this Agreement, including without limitation, those relating to Limitation of Liability and Indemnification, shall survive such termination.

**23.2** Bluesky will not be liable for delays, damages, or failures in performance due to causes beyond its reasonable control, including, but not limited to, acts of a governmental body, acts of God, acts of third parties, fires, floods, strikes, work slowdowns or other labor related activity, or an inability to obtain necessary equipment or services.

**23.3** You may not assign or otherwise transfer this Agreement, or your rights or obligations under it, in whole or in part, to any other person. Any attempt to do so shall be void. We may freely assign all or any part of this Agreement with or without notice and you agree to make all subsequent payments as directed.

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Customer Initial

Bluesky Rep Initial

# TERMS AND CONDITIONS



**23.4** Except as otherwise required by law, you and Bluesky agree that this is substantive by the laws of American Samoa, without reference to its principles of conflicts of laws, will be applied to govern, construe, and enforce all the rights and duties of the parties arising from or relating in any way to the subject matter of this Agreement.

**23.5** You and Bluesky consent to the exclusive personal jurisdiction of and venue in a court located in Tutuila, American Samoa for any suits or causes of action connected in any way, directly or indirectly, to the subject matter of this agreement or to the service.

**23.6** Bluesky's failure at any time to insist upon strict compliance with any of the provisions of this Agreement shall not be construed to be a waiver of such terms in the future. If any provision of this Agreement is determined to be invalid, illegal, or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect and the unenforceable portion shall be construed as nearly as possible to reflect the original intentions of the parties.

**23.7** This Agreement, including all Policies referred to herein and posted on the Website, constitutes the entire agreement between you and Bluesky with respect to the subject matter hereto and supersedes all prior or contemporaneous agreements whether written or oral. No changes by you to this Agreement shall be effective unless agreed in writing signed by an authorized person at Bluesky.

## 24. INDEMNIFICATION

You agree to defend, indemnify and hold harmless Bluesky Parties from and against all liabilities, costs and expenses, including reasonable attorneys' and experts' fees, related to or arising from your use of the Service (or the use of your Service by anyone else):

- (a) in violation of applicable laws, regulations or this Agreement.
- (b) to access the Internet or to transmit or post any message, information, software, images, or other materials via the Internet.
- (c) in any manner that harms any person or results in the personal injury or death of any person or in damage to or loss of any tangible or intangible (including data) property.
- (d) claims for infringement of any intellectual property rights arising from or in connection with use of the Service.

## 25. NOTICES

**25.1** Notices required under this Agreement by you must be provided to Bluesky at P.O. Box 478 Pago Pago, American Samoa 96799, Attention: Customer Service. Notice by Bluesky to you shall be deemed given through: (a) transmitted to your email address on file; or (b) mailed via mail or hand-delivered to your address on file with us.

**25.2** If you send us an email, you agree that the User ID and/or alias contained in the email is legally sufficient to verify you as the sender and the authenticity of the communication.

## 26. DISCLOSURE

Bluesky reserves the right to revise, amend, or modify this Service Agreement and other policies and agreements at any time and in any manner.

Please initial to verify that you understand and agree to the terms and conditions stated above

Customer Initial

Bluesky Rep Initial



## FOR BLUESKY USE ONLY

Application Complete <input type="checkbox"/> Y <input type="checkbox"/> N	Application Signed <input type="checkbox"/> Y <input type="checkbox"/> N	IDs Reviewed PSPRT    DRVL ASG      IMM		Terms and Conditions Signed <input type="checkbox"/> Y <input type="checkbox"/> N	Parental Waiver Signed <input type="checkbox"/> Y <input type="checkbox"/> N <input type="checkbox"/> N/A	Work Order #:
New Moana TV Customer	<input type="checkbox"/> New CK			<input type="checkbox"/> Payment Collected	<input type="checkbox"/> Y <input type="checkbox"/> N	Install Date:
New Broadband Customer	<input type="checkbox"/> New CK			<input type="checkbox"/> Receipt Issued	<input type="checkbox"/> Y <input type="checkbox"/> N	
STB Serial #			Mac Address	<input type="checkbox"/> PPV Pin		
Modem Serial #						
Ticket #					Ticket Date:	

Retail Representative Name	Signature	Date
<input type="text"/>	<input type="text"/>	<input type="text"/>
Retail Manager/Supervisor Name	Signature	Reviewed Date
<input type="text"/>	<input type="text"/>	<input type="text"/>
Remarks		
<input type="text"/>		
<input type="text"/>		
<input type="text"/>		

Service Initiation			
Application Date		Registration Date	
On Site Visit Date		Service Initiation Date	
Customer Confirmation Date			

Customer Service Representative Name	Signature	Date
<input type="text"/>	<input type="text"/>	<input type="text"/>
CSC Manager/Supervisor Name	Signature	Reviewed Date
<input type="text"/>	<input type="text"/>	<input type="text"/>
Remarks		
<input type="text"/>		
<input type="text"/>		
<input type="text"/>		