



Name: _____ Alt. Contact _____

Daytime Contact Number: _____ Cell #: _____

Installation Address: _____

TRN/ID/DL#: _____ Exp. Date ____ / ____ / ____ Date of Birth: ____ / ____ / ____

Email Address: _____ (required to receive bills)

Security question/answer _____

Customer agrees to pay the following costs, with all the accompanying terms and conditions

Package: _____ Monthly Fee _____ (due on the 1st of each month)
 (Download speed may vary)

By signing this application, customer certifies that they are the owner of the service location specified or have permission from the owner and is fully authorized to order installation of an antenna at the location;
 N.B If customer is renting the service location, as a condition of SCJ installing an antenna, customer may be required to first obtain and deliver to SCJ, written consent from the owner of the service location giving permission for installation of an antenna at that location. A form can be provided by SCJ.

Terms and Conditions-summarised
Rates, charges and packages are subject to change* Payment for service should be made on or before the first of the month
***Service will be disconnected for payments later than the 4th of the month* Fee is for the entire month and no reconnection fee.*Surge protection is the responsibility of the customer* If equipment is stolen or damaged, customer will be charged for replacement *Equipment remains the property of Swift Cast unless purchased by customer*Equipment will be removed after thirty (30) days of non-payment *Compensation for faulty service begins after 48hours, if we are notified.**

Installation direction: _____

By signing this Agreement, you indicate you have read and agreed to SWIFT CAST JAMAICA's terms of Service and agree to all of the foregoing terms and conditions, including any early termination fees associated with your package choice.

Customer Signature: _____ Date: _____
 Copies of these terms are available at our office or online at www.swiftcastja.com and is subject to change.

<p><i>Office use only</i> <i>Rep:</i></p> <p><i>Install date</i>..... <i>IP</i>.....</p> <p><i>CPE MAC</i> <i>CPE Owner</i></p> <p><i>Username:</i>.....<i>PWD:</i>.....</p> <p><i>All installation and short term fee for 3 months must be paid before installation and is non-refundable for early cancellation.</i></p> <p>Installation fees are non-refundable</p> <p>SCJ will supply: CPE <input type="checkbox"/> Wireless Router <input type="checkbox"/></p> <p>Cost: _____</p> <p>Installation Fee _____ Monthly Fee _____</p> <p>Total: _____ Paid _____</p> <p>Balance _____ Rcpt# _____</p>	<p><i>By signing below customer agrees to the following</i></p> <p>Unit Installed, <input type="checkbox"/></p> <p>Service is working, <input type="checkbox"/></p> <p>Do's and don'ts explained, <input type="checkbox"/></p> <p>Billing explained, <input type="checkbox"/></p> <p>Unit ownership explained <input type="checkbox"/></p> <p><i>Customer sign here after installation</i>.....</p>
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INTRODUCTION. Subscriber or customer refers to any individual, organization or business using the Swift Cast Jamaica service. Swift Cast Jamaica or "SCJ" provides its Subscribers an Internet connection, which we refer to as the "Service". Swift Cast Jamaica may modify this policy at any time. Continued use of the Service signifies acceptance of any changes. The terms and conditions will be reflected on the Swift Cast Jamaica web site at www.swiftcastja.com or acquired at our office.

CONTRACT AND TERMINATION. The Subscriber agrees to a minimum of three(3)months contract with an early cancellation fee, then a monthly commitment unless otherwise stated. On termination, Subscriber agrees to pay any outstanding fees and authorizes **Swift Cast Jamaica to reclaim all equipment which was subsidized or installed by Swift Cast Jamaica within five(5) days.** Swift Cast Jamaica Subscribers will receive a monthly invoice or notice for Internet Service. These invoices can be paid with cash at our office, bank transfer or PayPal account. Any Subscriber not paying by the due date will be subject to suspension of their account and access to the Internet. Subscribers still unpaid three(3) days after the due date will be disconnected, thirty (30) days of non-payment will incur cancellation of services, retrieval of equipment and the removal of any accounts that exist on the Swift Cast Jamaica network. All outstanding fees **MUST** be paid before reconnection plus a reconnection fee. The service is a pay to use recurring bill, payable monthly until cancellation. There is **no suspension** of service.

INSTALLATION AND EQUIPMENT. The Subscriber authorizes SCJ or its contractors to install the necessary hardware required for service at the premises specified by the Subscriber. The standard Installation includes but is not limited to the installation of a mounting bracket, antenna, wireless radio, power supply, and the routing of cable by the most direct path from the antenna to one computer or router at the Subscriber's premises not exceeding seventy five(75) feet. Additional cable will attract a fee. The connecting of multiple computers at the Subscriber's premises may require the cost of additional equipment, setup, and connection fees. **The subscriber is required to provide power surge protecting devices.** The Subscriber will be **responsible** for the costs to replace any equipment damaged after installation (paying to replace damaged equipment does not transfer ownership). All units installed carry a thirty(30) day warranty against factory defects. If unit is moved or damaged by unauthorized use, you are liable to replace the unit at full cost. Any requests for custom installation work such as drilling through concrete or mounting the antenna in a difficult location will attract additional charges. SCJ will not be liable for any alterations to Subscriber's premises which are as a result of the installer setting up above equipment. Any relocation of the equipment after installation will attract a fee. If equipment is relocated without our permission, we are not responsible for quality of service, and we reserve the right to terminate said contract. **Equipment installed remains the property of Swift Cast Jamaica** unless purchased separately and installed by us. **Installation fees do not pay for the equipment installed.** You agree to protect units from damage, loss, theft and any harm whatsoever, failing to do so you will be liable to replace each device for the full cost.

CANCELLATION AND REFUND POLICY. A Subscriber wishing to cancel service must submit a request in writing no later than thirty (30) days prior to the requested termination date. Customer must also return within five(5) days (or request collection where needed), in good working condition, all equipment provided by Swift Cast or shall pay for the full replacement cost of any such equipment if said equipment was lesed. The Subscriber will be responsible for monthly fees until the conditions for canceling service are completed and the equipment is collected. If the subscriber has prepaid for more than one month in advance and cancels the Service, SCJ shall refund any monthly fees not used at the date service is terminated on a pro-rata basis (i.e. any discounted or special rates shall be forfeited on early cancellations). Should the service be cancelled or terminated, SCJ will require free access to the customer's premises within **five (5) days** to remove the SCJ equipment. If units are not recovered, the customer will be charged current replacement cost plus all outstanding fees. Swift Cast Jamaica will not refund any "set-up" or "installation" fees.

USE OF SERVICE AT YOUR OWN RISK.The Subscriber is solely responsible for the content of communications on the Internet. The Service provided by SCJ is "as is" and at your own risk. SCJ denies any responsibility for the accuracy or safety of information obtained through the Service. The transmission of data over an Internet connection is subject to errors, delays, and interruptions. SCJ is not responsible or liable for any errors, delays, or interruptions caused.

SERVICE DISRUPTION. Swift Cast Jamaica does not guarantee uninterrupted access to the Internet. SCJ will not be responsible for any disruption of Internet connectivity due to power outages, supplier faults, equipment malfunctions, any disaster or any other forms of disruptions. SCJ will make a "best effort" to correct any disruptions but does not warrant for any loss of service time, transmission errors, connectivity or quality of service. We will rebate customers for outages totaling more than 48hours in a month if they were caused by problems we could fix.

LINE OF SIGHT OR OBSTRUCTIONS. The technology of wireless communications is dependent on the lack of obstruction between the Subscriber's Premises and the SCJ towers. SCJ will make a reasonable effort to provide the Subscriber with the best Service possible. Unfortunately, some locations could experience changes in service due to the growth of trees or the construction of buildings. If the Subscriber experiences problems related to Line of Sight or obstruction issues, SCJ will make reasonable efforts to relocate or realign the Subscriber's antenna. SCJ cannot prevent Line of Sight problems, and cannot guarantee service or be liable for any loss of service that may occur. Customer acknowledges that wireless communications are, by their nature, subject to failure due to terrain, atmospheric conditions, and other types of interference. If SCJ determines, in its own judgment, at any time, that its wireless system cannot provide adequate service to the installation address, SWIFT CAST JAMAICA may rescind its acceptance of this application, terminate its service agreement with you, and have no further obligation to furnish you with internet service. No early termination fee will be applicable in this event.

NETWORK IP ADDRESS OWNERSHIP. Any IP addresses assigned to the Subscriber are considered loaned or leased, and not given, and are subject to change without notice. The IP address will revert back to Swift Cast Jamaica when the Service is discontinued. Fixed IP's may be leased on bi-annual basis

SERVICE UTILIZATION. Swift Cast Jamaica continually monitors the amount of bandwidth consumed by the Subscribers. Subscriber activities which consume large amounts of bandwidth can become a problem. When excessive consumption of bandwidth by a Subscriber prevents other Subscribers fair access to the Swift Cast Jamaica Service, Swift Cast Jamaica reserves the right to take necessary steps to correct this problem. These steps include, but are not limited to, limiting bandwidth, disabling communication protocols, and discontinuing service.

TERMINATION AND UNACCEPTABLE USE. Swift Cast Jamaica may immediately terminate or reduce service to the subscriber upon any single or multiple incident of the following conditions:

1) failure to pay subscription fees; 2) interfering with or disrupting Internet services, equipment or other users on the SCJ network; 3) propagation of computer viruses; 4) unauthorized entry into another person's or organization's computer, information or communication devices; 5) Unsolicited/mass E-mailing also known as "spamming". 6) Any violation of National or International laws; 7) Storage and/or transfer of any copyrighted software or files without written permission from the owner of such copyrighted material. 8) Performing any activity that is illegal. (SCJ is required by law to turn over any information that a warrant requests that proves illegal activity) 9) Service sharing. SCJ may terminate Subscriber service for other reasons upon 5-day e-mail notice. SCJ is not responsible for lost e-mail due to the cancellation of Service. Swift Cast Jamaica reserves the right to refuse service to anyone.

SERVICE SHARING. If at any point Swift Cast Jamaica discovers that the Subscriber is "SHARING" or "REDISTRIBUTING" their Service or network connection to others outside the subscribers premises, without the express permissions of Swift Cast Jamaica, the Subscriber's Service will be terminated immediately.

PASSWORDS. The Subscriber is responsible for their individual passwords and login "usernames" and shall not intentionally give their password, or disclose any encryption keys used by Swift Cast Jamaica to anyone. Swift Cast Jamaica may terminate or change the password of any account which has been or may be compromised.

CUSTOMER EQUIPMENT. SCJ is not responsible for maintaining or supporting any equipment owned by the Subscriber, and is not liable for any damages to the Subscriber's equipment.

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