



TELKOMVISION BROADBAND SERVICE

Operated by : Arkadia Global Mandiri

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Member of TELKOM Group

Customer Subscription Form

Title: Mr. Ms.

Birth date: DD / MM / YY

Name: _____
FIRST NAME LAST NAME

Occupation and/or position: _____ Civil status: _____ Citizenship: _____

Home Address: _____ City: _____ Province: _____

Postal Code: _____ Phone: # _____ Mobile No.: _____

Company name: _____ Office tel.: # _____ Facsimile: # _____

Business Address: _____ City: _____ Province: _____

Postal Code: _____ Other Contact: _____

Billing Address: Home Business

Account Details

Type of Account: Personal Corporate

Modem: Yes * No *If Yes, your modem MAC Address: _____

Computer Type: IBM Compatible Mac UNIX Others

Operating System: Windows Mac OS UNIX/Linux Others

Email Address: _____

Subscription Plan

- Cable TV
- Basic Internet up to 64 Kbps
- Premium Broadband Internet Up to 128 Kbps
- Platinum Broadband Internet Up to 512 Kbps
- Basic Multimedia Package (Cable TV + Internet Up to 64 Kbps)
- Premium Multimedia Package (Cable TV + Broadband Internet Up to 128 Kbps)
- Platinum Multimedia Package (Cable TV + Broadband Internet Up to 512 Kbps)

Payment Scheme

- Monthly
- Quarterly
- Semi-Annually
- Annually

I hereby declare that the foregoing information is true and correct. I also adhere to and concur in the terms and conditions set at the back of this subscription form.

Date: DD / MM / YY

Customer's Signature

Note: Please provide copy of your ID card returned with this Subscription Form

TO BE FILLED UP BY TELKOMVISION REPRESENTATIVE ONLY (Do not write beyond this line)

Received by: _____ Date: _____ Time: _____ REMARK: _____
 Activated by: _____ Date: _____ Time: _____
 Confirmed by: _____ Date: _____ Time: _____

TELKOMVISION BROADBAND SERVICE TERMS AND CONDITIONS

PLEASE READ THIS AGREEMENT CAREFULLY BEFORE SIGNING UP FOR THE SERVICE. BY SIGNING UP AND ACCESSING THE SERVICE, YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS. IF YOU DO NOT WISH TO BE BOUND BY THESE TERMS AND CONDITIONS, YOU MAY NOT SIGN UP OR USE THE SERVICE. IF YOU DO NOT WISH TO BE BOUND BY THESE TERMS AND CONDITIONS ANY MORE, YOU MAY CANCEL PER THE TERMS OUTLINED WITHIN THIS AGREEMENT UNDER 'TERMINATION AND SUSPENSION OF SERVICE'.

1. DEFINITIONS

- 1.1. "TELKOMVISION" means Indonusa Telemedia, PT, Subsidiary of TELKOM GROUP and Its authorized contractor.
- 1.2. "Customer" means any person who has entered into an agreement with TELKOMVISION for the purpose of provision of services.
- 1.3. "Charges" mean all charges and rates due to TELKOMVISION for use of our broadband services, in Accordance with this agreement.
- 1.4. "Account" means the account created as a result of the agreement made between the customer and TELKOMVISION.
- 1.5. "You" means the person named in the application.
- 1.6. "Broadband" means any video, data and voice service from TELKOMVISION not via dial-up service

2. REGISTRATION REQUIREMENTS

- 2.1. You must be at least 18 years old to register for this service. By indicating your acceptance to this agreement, you also indicate that you meet this age requirement.
- 2.2. Minors who access this service are assumed to have parental or guardian consent before accessing this service.
- 2.3. You agree to provide TELKOMVISION with accurate billing information. This information must include your legal name, address, and telephone number. Any changes must be reported to TELKOMVISION within 14 days after such changes become effective.
- 2.4. By indicating your acceptance to this agreement, you agree that you will be responsible for all charges posted to your account until you terminate the account with TELKOMVISION in one of the specified methods in section 11.

3. INSTALLATION AND MAINTENANCE

- 3.1. The services, as described on the subscription form, are Basic Package, Premium Package, Platinum Package and any other service packages.
- 3.2. The installations will be effected by TELKOMVISION approved personnel liaising with a named customer. The customer undertakes to provide full access and any technical/personnel help necessary for the installation.
- 3.3. Installation of the cable modem will be in consultation with you. However, the technician from TELKOMVISION will decide on the position of equipment.
- 3.4. You must provide a safe environment for the installation, maintenance and removal of any equipment.
- 3.5. You warrant that you are the owner/authorized of the premises where the installation of the equipment is to take place. Where you are not the owner of the premises, you must provide TELKOMVISION with written evidence from the premises owner or landlord that the required work can be carried out.
- 3.6. Where the installation of TELKOMVISION service involves additional construction, you warrant that you have obtained the necessary permission to erect such and will be responsible for all work related to such an undertaking.
- 3.7. TELKOMVISION will provide maintenance management of equipment installed for this service or as provided in the maintenance schedule or Service Level Agreement (SLA) available on request. The customer must at all times provide for TELKOMVISION staff or any other persons appointed by TELKOMVISION free physical access to the equipment across the network, in order that support services may be carried out.
- 3.8. The customer undertakes to use any TELKOMVISION's equipment and associated software in strict accordance with instructions from TELKOMVISION. TELKOMVISION will not be liable for any repairs whatsoever arising other than as a result of normal and proper use.
- 3.9. The customer will be responsible for insuring any TELKOMVISION equipment on the customer site against loss or damage from all risks, such insurance to be for an amount equal to the full replacement value of the equipment.

4. EFFECTIVE DELIVERY DATE

- 4.1. The effective delivery date for all services shall be the first date on which the TELKOMVISION service is in operation at customer node.

5. USAGE OF SERVICE

- 5.1. The customer is not authorized to use the services unless the application has been accepted by TELKOMVISION.
- 5.2. TELKOMVISION will provide you with a unique username and password or any form of unique identification if necessary as seen fit by TELKOMVISION.
- 5.3. The customer is responsible for all of user's account(s) and confidentiality of passwords. Immediately upon notification by customer that his/her password has been lost, stolen or otherwise compromised, they may request to change their password. Customer agrees that they will have to put it in writing and clearly indicate their names and signature if they request for a password change.
- 5.4. The customer will supervise any minors who use the service. Customer understands that material obtainable through the services may not be suitable for minors.
- 5.5. The customer understands that the broadband service content contains unedited materials, some of which are sexually explicit or may be offensive. User accesses such materials at his or her own risk. TELKOMVISION has no control over and accepts no responsibility whatsoever for such materials.
- 5.6. The customer understands that this is a shared service and therefore at certain times the service may be slower or faster depending on the number of subscribers online at any given time. This being the case, TELKOMVISION has provided a guide on how many computers can be connected to the type of service the Customer subscribes to. It is important to adhere to this guide for optimal performance on this service.
- 5.7. TELKOMVISION may, at off-peak hours, provide more capacity to this service than is usually available during peak hours thereby making the service faster than what the Customer has subscribed to.

6. PROHIBITED USAGE

- 6.1. The customer may not:
 - 6.1.1. Send unsolicited e-mail (known as 'Spam') to anyone residing on our servers or through our servers. Use of the system for Spam will result in immediate termination of any accounts registered with to the user in violation without notice.
 - 6.1.2. Restrict or inhibit any other user from using and enjoying the service.
 - 6.1.3. Post or transmit any unlawful, threatening, abusive, defamatory, obscene, pornographic, profane, or otherwise objectionable information of any kind.
 - 6.1.4. Send unsolicited advertising or promotional materials to other network users.
 - 6.1.5. Violate the security of any computer network, crack passwords, or security encryption codes.
 - 6.1.6. Resell or share any Internet service, unless TELKOMVISION expressly allows otherwise in writing or customer has subscribed for such a service which allows use of this nature.
 - 6.1.7. Transmit live video, live audio, or make similar traffic demands across the network by whatever means. This will be considered as making profligate use of the network and is NOT allowed.
 - 6.1.8. Use multicast other than by means provided and coordinated by TELKOMVISION.
 - 6.1.9. TELKOMVISION may disconnect, without notice, any customer who may be seen as misusing the service or is transmitting traffic that may cause the network to malfunction and affect or degrade the service being received by other subscribers.

7. LIMITATIONS OF USAGE

- 7.1. The customer agrees to connect no more than the number of computers recommended for the service category the customer has subscribed to.
- 7.2. The customer is aware that this is a shared service that is always available throughout the day and agrees that they will not be limited by time to access the Internet.
- 7.3. The customer understands that from time to time, TELKOMVISION or its contractors may add, discontinue or change the service categories and /or equipment to improve or re-align the operations with technological changes. TELKOMVISION and its contractors reserve exclusive right to change the network configuration as deemed

necessary. Customer agrees to alter their end equipment's configuration if requested to do so by TELKOMVISION.

8. PAYMENTS, CHARGES AND BILLING

- 8.1. TELKOMVISION will issue invoices for every payment scheme chosen in advance. Payment is due on the 10th day of the month in which the customer expects to receive TELKOMVISION service and shall be made by cash, cheque or bank transfer of the equivalent amount.
- 8.2. TELKOMVISION will not be responsible for bank fees, interest charges, overdraft charges, or other charges incurred by users for exceeding available bank account balances or any other reasons.
- 8.3. If payment is made by cheque, dishonored cheques are subject to a collection fee to be determined by TELKOMVISION in its sole discretion and user's account may be suspended until the account is current. If payment is not received, service will be terminated and a setup fee to be determined by TELKOMVISION from time to time may be added to charges for additional service.
- 8.4. TELKOMVISION reserves all rights to amend the cost of the Internet access and other services to our subscribers. Price changes will not be retroactive for existing users regardless of the length of their existing service subscription.
- 8.5. Initial connection fees and any payments made on any advance payment scheme offered by TELKOMVISION shall be in force for the duration of the scheme and may be refunded if TELKOMVISION fails to provide the service and calculated based on Service Level Agreement.
- 8.6. Prepayments for periods of 3 months, 6 months, and 1 year shall be fixed at the charge current at the time the agreement was made.
- 8.7. Customer is responsible for all telephone charges for calling service operator help desk.

9. CUSTOMER SUPPORT & SITE VISITS

- 9.1. TELKOMVISION will provide FREE support of service, and this support is limited to the node on every subscriber's node and is not including any problem with customer's equipments such as computer or television set.
- 9.2. Support via telephone or where the customer chooses to come to the TELKOMVISION premises is FREE for as long as the customer remains a paid up subscriber to TELKOMVISION.

10. ACCOUNT SECURITY

- 10.1. TELKOMVISION reserves the right to put the names and other information from the registration form relating to its customers into

a computerized directory for internal use only, unless specific written instructions are received from the customer.

11. You are responsible for ensuring the security of your account.

12. TERMINATION AND SUSPENSION OF SERVICE

- 12.1. TELKOMVISION, at its sole business judgement may terminate this membership agreement immediately or suspend user's access to the service upon any breach of this agreement by user, including, but not limited to, refusal or failure to pay for the services.
- 12.2. TELKOMVISION reserves the right to terminate access to service for any user account which has been inactive for 60 days. Upon reconnection, a customer will be charged a reconnection charge, which will be determined by TELKOMVISION from time to time.
- 12.3. The customer may discontinue their TELKOMVISION service at any time for any reason with prior notice. TELKOMVISION may request written confirmation to authorise any cancellations in regard to your account.
- 12.4. Customer may terminate an account any time by giving at least 15 days written notice. Customer shall not consider their service terminated until they receive a valid cancellation reply.
- 12.5. TELKOMVISION reserves the right to delete user's personal files after one or both parties terminate agreement. If the customer has credit on their account at the time of termination in excess of one month's subscription, some administrative costs will be charged on the account and the balance may be refunded.

13. EXCLUSION OF WARRANTIES

- 13.1. While TELKOMVISION will use all reasonable endeavors to provide a prompt and continuing service, it will not be liable to any loss of data resulting from delays, non-deliveries, missed deliveries caused by events beyond the control of TELKOMVISION or by errors or omissions of the customer. In no circumstances whatsoever will TELKOMVISION be liable for economic or consequential loss. TELKOMVISION specifically excludes warranty as to the quality or accuracy of information received through the services.

THESE TERMS OF SERVICE ARE GOVERNED BY AND SHALL BE CONSTRUED IN ACCORDANCE WITH THE LAWS OF REPUBLIC OF INDONESIA.