



SOCIALIST REPUBLIC OF VIETNAM
Independence–Freedom–Happiness

Agreement no.:.....File code:.....Series:.....

AGREEMENT ON PROVIDING AND USING INTERNET SERVICE

Agreement on providing and using Internet service (hereinafter referred to as “Agreement”) is made on, in HCMC, by and between the following parties:

Subscriber (referred to as “**Customer**”)

Name of the enterprise/Organization/Individual:.....
 Representative (if the Enterprise/ Organization): Title:.....
 POA no. (if any):..... Dated: Signatory (Representative):.....
 ERC/Establishment Decision/Investment License:.....At:.....Date of issue:../.../.....
 ID card/Citizen identification /Passport no. (if individual): At:..... Date of issue:../.../.....
 Date of birth: Gender:.....
 Address (as for ID card/Citizen identification/ERC /Establishment Decision/Investment License):

 Tel: Email:
 Account no.: Bank:
 Tax code no.:.....

Provider: ACT TELECOMMUNICATION JOINT STOCK COMPANY (ACT) (referred to as “**Company**”)

Representative : NGUYEN HUU NHAN Position: Deputy Manager of Sales
 POA no.: 07/UQ-ACT dated 1st May 2023 by General Director
 ERC no. : 0311355333 Place of issue: DPI HCM Date of issue: 21st November 2011
 Licenses for provision of : No.: 722/GP-CVT Place of issue: Date of issue: 31st December 2019
 telecommunications Vietnam
 services Telecommunications
 Authority
 Tax code : 0311355333
 Headquarter : 2R-2R1, Binh Gia street, 13 Ward, Tan Phu District, HCMC
 Tel : (028) 54 111 222 or 1800 7268
 Website : <http://pmh.vienthongact.vn/> Email: info@vienthongact.vn
 Transaction account : No.: 1035362066 opened at Vietcombank – Tan Dinh Branch

In this Agreement, Customer and Company are referred to individually as “**Party**” and collectively as “**Parties**”.

Article 1. Service:

- 1.1. Company commits to provide Internet access service (hereinafter referred to as “Service”) for Customer as agreed in the Agreement. The time to start charging service charge is the date on which Parties sign minutes of acceptance.
- 1.2. Company agrees to provide and Customer agrees to use Service as follows:

NO.	Type of service	Installation address	Username	Package/ Speed	Supplier
1					
2					
3					

1.3. Customer commits to pay the arising charges during the usage in accordance with the provisions within 30 (thirty) days from the last day of the billing month. Beyond the above deadline, Company is entitled to suspend provision of Service in accordance with general terms.

1.4. Method of charge notice receipt, method of payment that Customer registers as follows:

Customer marks “X” in the checkbox.

Method of charge notice receipt:

- Email Deliver to Customer ‘s address as mentioned at the first page
 SMS Other (.....)

Email for charge notice receipt:

Telephone number for charge notice receipt:.....

Method of payment:

- Direct payment at Company ‘s telecom service provision unit
Address: 009 My Hung Residence, Nguyen Van Linh Parkway, Tan Phong Ward, Dist. 7, HCMC
 Bank transfer
 Other (.....)

Article 2. Agreement dossier

2.1. By signing this Agreement, Customer also clearly understands and agrees to be bound by the provisions at General Terms on providing and using Internet service (referred to as “General Terms”) which was approved by Department of Industry and Trade of Ho Chi Minh City under Notice No. 3277/TB-SCT dated 30/06/2021, General Terms are published at Company’s telecom service provision unit and on website: <http://pmh.vienthongact.vn/> and provided a printout directly to Customer or via email or other methods agreed by the Parties.

2.2. The Parties agree that General Terms, Appendices (if any), Acceptance Minutes and Request Form are the integral parts of the Agreement. Agreements may be amended, supplemented in accordance with competent authority’s request or as agreed by Parties. Amendment or Supplement must be made in writing with the Parties’ legitimate signatures. Service information amendment must be made in valid Request Form with Customer ‘s signature and seal (if any).

This Agreement comes into effect upon the execution hereof by the Parties. Agreement is made in 02 (two) copies with same legal validity. Each Party keeps 01 (one) copy.

On behalf of Customer
I/We have fully understood and agreed this Agreement’s content
(Sign, declare fullname, seal (if any))

On behalf of Company
(Sign, declare fullname, seal)

NGUYEN HUU NHAN

Teller
(Sign, declare fullname)



SOCIALIST REPUBLIC OF VIETNAM
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GENERAL TERMS
ON PROVIDING AND USING INTERNET SERVICE

Subscriber (“**Customer**”) and ACT Telecommunication Joint Stock Company (“**Company**”), head office address 2R-2R1, Binh Gia street, 13 Ward, Tan Phu District, Ho Chi Minh City, Viet Nam, having Enterprise Registration Certificate no. 0311355333 initially issued by Department of Planning and Investment of HCMC on 21st November 2011 and Telecom service provision License no. 722/GP-CVT issued by the Authority of Telecommunications dated 31st December 2019, contact number: (028) 54 111 222 or 1800 7268, agree and undertake to comply with General Terms on providing and using internet access service (“**General Terms**”) enclosed with Agreement no. (“**Agreement**”)

1. Legal basis

- 1.1 Civil Code no. 91/2015/QH13 dated 24/11/2015;
- 1.2 Law on Telecommunications no. 41/2009/QH12 dated 23/11/2009;
- 1.3 Law on Protection of Consumers’ Rights no. 59/2010/QH12 dated 17/11/2010;
- 1.4 Decree no. 25/2011/NĐ-CP dated 06/4/2011 issued by the Government, as amended and supplemented by the Decree no. 81/2016/ND-CP dated 01/7/2016 and the Decree no. 49/2017/NĐ-CP dated 24/4/2017;
- 1.5 Decree no. 99/2011/NĐ-CP dated 27/10/2011 issued by the Government;
- 1.6 Decree no. 72/2013/NĐ-CP dated 15/7/2013 issued by the Government, as amended and supplemented by the Decree no. 27/2018/NĐ-CP dated 01/3/2018 and Decree no. 150/2018/NĐ-CP dated 07/11/2018;
- 1.7 Decision No. 02/2012/QĐ-TTg dated 13/01/2012, as amended and supplemented by the Decision No. 35/2015/QĐ-TTg dated 20/08/2015;
- 1.8 Circular No. 39/2016/TT-BTTTT dated 26/12/2016 as amended and supplemented by Circular no. 16/2018/TT-BTTTT on 05/12/2018;
- 1.9 Notice no. 3277/TB-SCT dated 30/06/2021 issued by Department of Industry and Trade of HCMC on approval for registration of contract template, general transaction term.

2. Telecom service provision:

- 2.1. Subject of the Agreement is Internet access service on terrestrial fixed telecommunications network, including:
 - a. Copper wire internet service (“ADSL”) means a technology of data communications over copper lines with asymmetric bandwidth (there is a difference between download speeds and upload speeds)
 - b. Fiber-optic wire internet service (“FTTx”) means a technology of data communications over fiber-optic lines with symmetric bandwidth (download speeds and upload speeds are the same).
- 2.2. Detailed descriptions of each type of service, package, and regulations on service quality are published at telecom service provision units and website of Company, the Supplier’s website (Principal Supplier listed at Article 2.3 as below) as well as provided the related appendices for Customer when signing Agreement.
- 2.3. Suppliers (Principal Suppliers) includes:
 - a. SPT :Saigon Posts & Telecommunications Service Joint Stock Corporation
 - b. VNPT-Vinaphone :VNPT Vinaphone Corporation
 - c. FPT: :FPT Telecom Joint Stock Company
 - d. Viettel: :Military Industry and Telecoms Group
 - e. SCTV: :Saigontourist Cable Television Co.,Ltd.(The Principle Suppliers available for each particular area may vary)
- 2.4. Installation and activation of the service shall be implemented within the period as announced by the Company.
- 2.5. Included value-added service available at the time of service activation: N/A

2.6. Service quality: Company guarantees the quality of service to be provided to Customers shall follow the service quality as stated in the Declaration of telecommunications service quality 129-2020/NL-CV dated 10/08/2020 of the Company, which is published at New Life's website: <http://pmh.vienthongact.vn/>

3. Service charges and payment

3.1 Connection charges:

Upon Company's notice (if any), Customer is responsible for making payment for all the connection charges of the service according to the package requested by Customer after the signing of the Agreement.

3.2 Service charges:

Customer shall be billed for service commencing from the signing date of the acceptance minutes. The service charges shall follow the regulation of the Principal Supplier. The service charges can be amended or supplemented from time to time on the basis of being in compliance with the provisions of law on telecommunications charges. Charge changes must be notified in advance to Customer. In case Customer disagrees with new charges, it is entitled to request terminating the Agreement under Article 4.8 hereof.

3.3 Payment

a. During the period from 15th to 25th of the month following the billing month, Company shall serve Customer with a notice of charges. If Customer does not receive any notice of charges until the 25th of each month and fails to inform Company of this, it shall be deemed that Customer has received such notice of charges.

b. Customer is responsible for making payment to Company for the service charges in the billing month within a period of the 30 (thirtieth) days from the end of the billing month. After this period, the Company has the right to suspend service in accordance with regulation of the Agreement. In case of late payment, Customer is obliged to pay an interest rate of 20% per a year on the total amount of late payment equivalent to the days of late payment at the time of payment.

4. Rights and Obligations of Customer (Subscriber)

Rights of Customer:

4.1. Being provided the service in accordance with the Agreement and with the service quality as declared by Company.

4.2. Requiring Company to provide any information relating to the use of service and valued-added services (if any).

4.3. Requiring Company to conduct the transfer of service use right, the change to installation site, and the supplementation to, change to, or termination of some or all of the service.

4.4. Requiring Company to suspend the service within a specific period depending on the policies of each Principal Supplier for each ADSL, FTTx from the date that both Parties complete procedure of suspension. In these cases, the Customer is obliged to serve Company with a written notice to settle and carry out the procedures and pay all charges up to the time of the request according to current regulations.

4.5. Requiring Company to restore the service after the end of suspension time.

4.6. To complain about service charges, service quality; to receive the refund of charge and compensation for direct damage caused by the fault of the Company.

4.7. To be protected by Company for all the personal information related to Customer indicated at Article 5.11 as follows.

4.8. Requiring to terminate the Agreement at any time in case Customer has no demand for using the service or in case set out in Article 3.2 hereof. In this regards, Customer is obliged to serve Company with a written notice and come to a telecom service provision unit of Company to complete the procedure for termination, and pay all the due charges up to the termination of this Agreement.

4.9. Refuse to use a part or all of the telecommunications services as described in the Agreement. In case of a total refusal, Customer shall not enter into any agreements; in case of a partial refusal, Customer shall make a written request and go to Company's telecom service provision unit to complete the procedures as prescribed.

4.10. Other rights as agreed in Agreement and regulation of law.

Obligations of Customer:

4.11. Designing and installing or hiring a third party to design and install the subscriber's terminal device and intranets from its places to the endpoint of public telecommunications network

(The position of endpoint of public telecommunications network is the last cable-head box installed at the subscriber's home or at the land under Customer's rights of use or under the lease of Customer from the a third party. The endpoint of public telecommunications network shall delimit the responsibility on

economy and technique between Customer and Company. Each Party shall bear the responsibility subjected to the scope defined by such endpoint). The design and installation of intranet shall comply with regulations on building and installing telecommunications network works and telecommunication equipment.

- 4.12. Managing and using its equipment and the service provided by Company in accordance with the provisions of law. In case any incident on service quality is found out, Customer shall promptly notify Company to coordinate in settlement.
- 4.13. Refraining from using Company's telecom infrastructure for telecom service business or any other commercial purposes.
- 4.14. Refraining from re-selling the service provided by Company in any form.
- 4.15. Coordinating with Company in installing and providing the service at the installation site requested by Customer after the signing of the Agreement.
- 4.16. Paying all the billed charges during the course of service use in full and on time until the termination of this Agreement, including the time period for complaint settlement.
- 4.17. Having its username and password kept confidential. The disclosure of username and/or password shall not release Customer from its obligation to continue the payment for all the billed charges.
- 4.18. Complying with regulations on assurance of information security and protection, and relevant provisions; agreeing to be inspected and examined on the service use upon the request of Company and/or the competent state authority.
- 4.19. Providing adequately and accurately the relevant information of Customer as indicated in this Agreement. In the course of the Agreement implementation, Customer is obligated to notify Company of its information change and supplementation in a timely manner (if any).
- 4.20. Being responsible before law for the content of information transmitted, given or stored by Customer on the telecommunications network.
- 4.21. Ensure and maintain legality of infrastructure and equipment to use the services provided by the Company (from the endpoint of the public telecommunications network to the Customer's side), except such equipment is a part of the service package provided by the Company.
- 4.22. In case Customer early terminates the Agreement, Customer is responsible for completely returning the devices equipped by Company (if any) in good condition and/or compensate Company for damage if the device is damaged or lost
- 4.23. Notify the Company in writing and coordinate with the Company performing necessary procedures when transferring the right to use, changing the location for service use, suspending, restoring use of the service, changing the form for receiving charge notices; adding, changing, or terminating the provision of a part or all of the service. The Customer must pay the costs (if any) for the performance of the above works. These expenses are publicly listed at the transaction units, on the website of the Company.
- 4.24. Other obligations as agreed in Agreement and regulation of law.

5. Rights and Obligations of Company (Supplier)

Rights of Company:

- 5.1. Requiring Customer to pay in full and on time all the billed charges of service in accordance with the Agreement, General Terms and appendices of Agreement.
- 5.2. Conducting regular and/or irregular examinations on the service use of Customer to assure the service quality and information security.
- 5.3. Temporarily suspending some or all of the services as described in the Agreement hereunder upon the occurrence of any following events, provided that a notice must be served to Customer at least 03 (three) working days before the suspension (except the case at point e of this Article 3.3):
 - a. Customer fails to fulfill its obligations set out at Article 4 of General Terms.
 - b. Without Company's consent, Customer transfers the service use right, re-locates the subscriber line, or changes the terminal equipment and intranet, which is inappropriate with regulations and instructions of Company or specific standards issued by the competent state authority or regulations on assurance of information security and network safety as required by laws.
 - c. Customer has other acts of violation in using telecommunication services as stipulated in relevant legal instruments.
 - d. Company and/or the Principal Supplier conduct the scheduled network repair, maintenance, and upgrade.
 - e. Force majeure events (including but not limited to natural disasters, fires, riots, and wars).

- 5.4. Unilaterally terminating the Agreement without refund of the initial connection charge and post-installation fees in the following cases:
- a. Customer fails to conduct the service restore procedure before the end of 30-day period after the expiry of temporary suspension set out in Article 4.4 hereof.
 - b. Customer fails to conduct the remedies before the end of 60-day period after the expiry of temporary suspension set out in Article 5.3 (except point d and point e) hereof.
 - c. After 60 (sixty) days from the signing date of the Agreement, the Customer doesn't sign the acceptance minutes and have no demand for using the service.
- 5.5. Refusing Customer's request on renewal of service registration, provided that Customer has been rejected by other telecommunications enterprises since Customer failed to fulfill its obligation of payment for service charges under other telecommunications service use and provision agreements.
- 5.6. Refusal of indemnity for indirect damages (i.e mental damage or other indirect damage not quantifiable under the regulation of law) or benefits that the Customer cannot earn related to the provision of the service.
- 5.7. Other rights as agreed in the Agreement and regulation of law.
- Obligations of Company:
- 5.8. Providing Customer with service in accordance with the Agreement. Ensuring that the quality of service provided to Customer complies with service quality as declared by Company.
- 5.9. Refraining from requesting Customer to pay any charge other than the initial connection charge prior to the official commencement of service provision, unless the Parties agree otherwise.
- 5.10. Taking responsibility for the investment, preservation, and repair of equipment and intranet within the scope from the endpoint to Company's place as stipulated in Article 4.11 hereunder.
- 5.11. Keep the personal information related to Customer safe and confidential as described at Article 6 of Law on communication and Article 6 of Law on consumer protection; such information can be disclosed to a third party only with Customer's consent, except disclosure required by law.
- 5.12. Restoring service under the temporary suspension cases as stipulated in Article 4.4 and Article 5.3 hereof after Customer conducts the necessary remedies requested by Company and/or the competent state authority, and/or Customer requests on restoring service, and/or Company completes the network repair, and/or the force majeure event ends.
- 5.13. Receiving and promptly resolving Customer's complaints within the period of time pursuant to the law and Company's process of resolving complaints publicized on website: www.newlife-tel.com.
- 5.14. Notifying Customer at least 30-day in advance in the event of permanent termination of Company's business on the service hereunder.
- 5.15. Other rights as agreed in the Agreement and regulation of law.

6. Term of Agreement:

The Agreement is effective from the signing date as mentioned at the first page of Agreement. Term of the Agreement is indefinite, except for terminating under Article 7 below.

7. Termination of the Agreement

This Agreement shall be terminated in the following cases:

- a. Both Parties mutually agree to terminate the Agreement.
- b. The Agreement is unilaterally terminated by Customer in accordance with Article 4.8 hereof.
- c. The Agreement is unilaterally terminated by Company in accordance with Article 5.4 hereof.
- d. Upon the request of competent state authority.
- e. Due to force majeure events.
- f. Other cases as required by law.

8. Dispute Resolution:

All disputes relating to the Agreement shall be resolved through negotiation between the Parties. If the Parties cannot resolve the disputes through negotiation, each party is entitled to request the competent authority's resolution in accordance with regulation of law.

9. Customer Service and Complaint Resolution Information

Address: 009 My Hung Residence, Nguyen Van Linh Parkway, Tan Phong Ward, Dist. 7, HCMC

Telephone contact: (028) 54 111 222 - 1800 7268;

Website: <http://pmh.vienthongact.vn/>

Email: info@vienthongact.vn

ACT TELECOMMUNICATION JOINT STOCK COMPANY