

# Standard Terms and Conditions of Service

## 1. Definitions

In these standard terms and conditions:

- (a) **“Default”** means any situation where You have an outstanding debt with Us for more than 3 months and have not raised a dispute with Us in relation to that debt and have not made any debt recovery arrangement with Us.
- (b) **“Equipment”** means all that materials and equipment We supply to you in the course of providing you with the Services under these STCS.
- (c) **“Network”** means Our telecommunications network.
- (d) **“Premises”** means the place where the Equipment and Services are or will be supplied to You and includes any area under your control over which we must travel, pass Our Equipment or establish Our Network in order to deliver the Services to You.
- (e) **“Prepaid Services”** means any Service that requires payment in advance from You.
- (f) **“Services”** means any services offered by Us through our Network from time to time and includes initial survey and installation of lines and Equipment.
- (g) **“STCS”** means these standard terms and conditions and any changes in future made pursuant to the terms of these STCS which will form a legally binding agreement between you and us.
- (h) **“We”, “Us”, “Our”** and related expressions means Tonga Communications Corporation (TCC) and where necessary, our subsidiaries and suppliers.
- (i) **“You”, “Your”** and related expressions means you the Customer to whom We provide Our Services.

## 2. Terms and Conditions of Service

We agree to supply the Services to You on these STCS. By using, or asking to us provide, any of the Services, you agree to enter into a legally binding contract with Us on these STCS and any other terms we may provide to You in relation to specific Services.

## 3. Your Obligations and Duties

You agree to:

*In relation to payment for Services and costs*

- (a) Pay any non-refundable application fee payable upon applying to use Our Service.
- (b) Pay for all charges charged by Us against Your account and for the Services We provide to You and/or to Your account (regardless of who actually uses those Services) by the due date shown on Your bill.
- (c) Pay interest on any overdue amount owing in Your account at the interest rate charged by Us at that time, from the due date until actual payment.
- (d) Pay any costs incurred by Us in recovering any money You owe Us, or in exercising Our rights under these STCS, or as a result of any breach by You of these STCS.
- (e) Give Us what We reasonably consider to be a fair bond, guarantee or other security for payment of Your bills prior to the provision of any Services to You.
- (f) Let Us know before the due date for payment of Your bill if You think there is any mistake in Your bill.
- (g) Not set-off or deduct any amount in Your bill.

*In relation to use of Equipment and Services*

- (h) Comply with all reasonable instructions We give You.
- (i) Use the Services only for the purpose for which they are intended and in accordance with these STCS, all relevant laws and regulations and with Our telecommunications licence.
- (j) Not use the Services in any way that is unlawful or could interfere with Our Network, any other operator's Network or with another customer's enjoyment of Our Services.
- (k) Not interfere with or damage any of Our Equipment or with any part of Our Network.
- (l) Ensure that nothing is connected to Our Network, including cables, unless specifically authorised by Us.
- (m) Ensure that nothing on Your Premises or under Your control interferes with or damages Our Equipment or any part of our Network.
- (n) Advise Us if You do not want Your personal details listed in the telephone directory.

*In relation to servicing, faults and problems*

- (o) Report any fault to Us as soon as possible after finding out about it.
- (p) Pay the call-out fee and service fee for fixing any fault that arises from or is caused by Your negligence.
- (q) Only allow Us or Our authorised nominees to come onto Your Premises at all reasonable times to work on the Equipment, Our Network.
- (r) Give Us or Our authorised nominees such access, working space, light, power and other facilities as may be required for Us or Our authorised nominees to fulfil Our obligations to You.
- (s) Pay for repairing or replacing Our Equipment or any part of Our Network, which is lost, stolen or damaged while in Your possession or control.

*In relation to You being in Default*

- (t) In the event You are in Default, You authorise Us to forward all information held by Us in relation to You and Your account with Us to such credit assessment and reporting company as we may have commercial arrangements with at the time.

*In relation to suspension, restriction or termination of Our Services to You*

- (u) Pay any reconnection charges we may charge You pursuant to any suspension or restriction of Service under these STCS.
- (v) Give Us at least 7 days written notice of Your intention to discontinue using Our Services and fill out Our termination of Services form.
- (w) Pay any cancellation fees payable.
- (x) Pay for or Return any Equipment You have in Your possession or control when Our Service to You is terminated.
- (y) Authorise Us to enter onto the Premises to remove any Equipment You have in Your possession or control when Our Service to You is terminated.

*In general*

- (z) Comply with these STCS and any other terms we may provide You in relation to specific Services.
- (aa) Ensure that anyone else using the Services We provide You abides by these STCS and any other terms we may provide You in relation to specific Services.
- (bb) Obtain any authorisation, licence or consent we think is necessary for Us to provide the Service to You.
- (cc) Pay us for any damage, loss or claim suffered by Us due to Your breach of any obligation under these STCS and any other terms we may provide You in relation to specific Services.
- (dd) Pay for and/or make good any claim, loss or damage suffered by Us or Our Equipment as a result of Your breach of any of the terms of these STCS.

## 4. Our obligations and Duties

We agree to:

*In relation to charging for Services and costs*

- (a) Charge Your account for the Services and any other payment obligations You may have under these STCS. We reserve the right to bill

*You in advance and/or at any time.*

- (b) Investigate any allegation of a mistake in Your current bill and get back to You within 14 days of such allegation.

*In relation to supply of Equipment and Services*

- (c) Provide the Services to You with due care and skill and in accordance with the terms of these STCS.
- (d) Do Our best to provide reliable Services to You although We do not guarantee that they will be continuous or fault free.
- (e) Provide Equipment that is safe, durable and fit for the purpose for which that type of Equipment is

normally provided.

- (f) Provide You with telephone numbers in accordance with relevant laws, regulations and policies.
- (g) Place your name, address and telephone number in the next telephone directory issue unless you request otherwise.

*In relation to servicing, faults and problems*

- (h) Investigate any fault You report to Us and provide You feedback,
  - (i) if you contact Us; or
  - (ii) by phone to any phone contact details You provide, within 7 days of such report.
- (i) Contact You before carrying out any work on Our Equipment, Network or anything connected to it.
- (j) Ensure that all the people We send onto Your Premises carry identification.

*In relation to You being in Default*

- (k) Where You are in Default, and have thereafter made payment on Your account with Us in full and on time for 3 consecutive months, we agree to arrange with the relevant credit assessment and reporting company to have Your credit rating lifted and updated.

*In relation to suspension, restriction or termination of Our Services to You*

- (l) Suspend, restrict or terminate (at Our sole discretion) Our Services to You at any time if:
  - (i) You supply Us with false or misleading information;
  - (ii) You do not pay Our charges;
  - (iii) You request Us to do so;
  - (iv) It is necessary to restore or maintain Our Network;
  - (v) You change Your address;
  - (vi) You become bankrupt or insolvent;
  - (vii) You do not give Us access to Your Premises;
  - (viii) You do not repair or maintain Our Equipment;
  - (ix) You do not provide security or a deposit as required;
  - (x) You do not pay Your bill by the due date;
  - (xi) You use Our Services other than for the purpose intended and/or agreed to;
  - (xii) You do not meet any of Your responsibilities under these STCS; or
  - (xiii) For reasons of national security.

*In relation to suspension, restriction or termination of Our Services to You - continued*

- (m) Restrict Our Services to You if Your account has previously been disconnected for non-payment. Where We restrict our Service to You and You agree to settle Your account, We will, at our sole discretion, offer You the following limited options:

- (i) bar direct dialling to any telephone number;
  - (ii) permit calls only through the use of Prepaid Services;
  - (iii) Permit the receipt of domestic incoming calls only;
  - (iv) Bar the receipt of domestic collect calls.
- (n) Settle Your account with Us within 7 days of termination of Our Services to You.

## 5. Collecting and Using Your Personal Information

(a) You authorise Us to collect personal information about You, either directly or via lawful third party sources, (including your home address, telephone number and evidence that you will be able to pay for Our Services) and to pass this information onto related companies, Our contractors and agents for lawful purposes in connection with the provision of Our Service and Our business operations including credit checks, assessments and reports. We agree not to pass on any confidential information about You otherwise than in accordance with these STCS or where required to do so under law.

(b) You must keep confidential any information You receive from Us which You would expect to be confidential or commercially sensitive. Any pricing or Network or Equipment design information must be treated as confidential. You may only disclose confidential or commercially sensitive information if We authorise You to or if You are required to under law.

## 6. Intellectual Property Rights

We and/or third parties may have intellectual property rights in the Services and in any Equipment, including software, We provide to You. These rights include, copyright, trade mark and design rights relating to the Services and/or Equipment. All those rights are retained by Us and/or relevant third parties when We provide Services or Equipment to You.

## 7. Limitation of Liability

- (a) If, in the course of provision of Our Service, We damage Your property and such damage is solely as a result of Our negligence, We will meet the reasonable costs of repairing such damage up to a maximum of \$500 for any one event.
- (b) We shall not under any circumstances be liable to You for any special, indirect or consequential loss or loss of profits. Our total liability to You, however arising, and whether based on warranty, contract, tort (including negligence), strict liability or otherwise shall not exceed the sum of \$500.
- (c) This clause shall survive termination of our relationship under these STCS.

## 8. Assignment

- (a) We may appoint any related company, contractor or agent to perform and have the benefit of Our rights and obligations under these STCS.
- (b) You may not transfer Your rights and obligations under these STCS to a third party unless You obtain Our prior written permission and pay all sums outstanding against Your account including any service fees payable for the transfer.

## 9. Matters beyond Our control

We shall not be liable for any delay in, or non-performance of any of Our obligations under these STCS if and to the extent that such delay or nonperformance is due to circumstances beyond our reasonable control including, but not limited to, lightning, flood, tsunami, cyclones or other severe weather conditions, fire or explosion, civil disorder, war or military operations, national or local emergency, government action or industrial disputes or any kind (including those involving Our employees).

## 10. Queries, Questions, Further Information and Disputes

Any query, question, request for further information or dispute that You may have with Us in relation to Our Services should be directed to Our customer service centre.

## 11. Other terms and change of terms

- (a) Other terms apply to some of our Services. We will provide these terms to You upon provision of those Services to You.
- (b) We may change these STCS at any time by placing the updated STCS on our website on [www.tcc.to](http://www.tcc.to) and/or at our customer service centres around the country.

**Koe ngaahi tuʻutuʻuni** (**aleapau**) mo hono anga ʻo e fakahoko ngaue

**1. Koe Ngaahi Fakaʻuhinga**

ʻI hono fakaʻuhinga moe tuʻutuʻuni ki hono ngaueʻaki koe:

- a)* **”Default” (Tifolo)** ʻoku ʻuhinga ki ha taimi ʻoku ʻiai hao moʻua kuo tuku taʻetotongi ʻo laka hake he mahina ʻe 3 pea ʻoku teʻeki keke fakafekahiʻi pea ʻoku teʻeki teke fai ha femahinoʻaki moe kautaha ni ki ha founga ʻe lava ke totongi ai.
- b)* **”Meʻangaue”** ʻoku ʻuhinga ia ki he meʻa ngaue kotoa pe ʻoku tuku atu ʻehe kautaha ke fakahoko ʻaki ha ʻo fiema ʻu ʻo fakatatau kihe ngaahi tuʻutuʻuni mo honga ngaueʻaki.
- c)* **”Netiueka”** ʻoku ʻuhinga ia kihe netiueka (meʻangaue) fetuʻutaki ʻa e kautaha ni.
- d)* **”Premises” (Feituʻu pe Fale)** ʻoku ʻuhinga ki he feituʻu ʻoku fokotuʻu ai ha meʻangaue pe fatongia kuo ʻtukupa ʻa e kautaha ke fokotuʻu ma ʻau kau ai mo ha feituʻu ʻoku ʻiho malumalu ʻaia ʻe ala fakafou mo fokotuʻu ai ʻa ʻemau netiueka ke malava ʻo fakahoko atu ai ʻemau sevesi kiate koe.
- e)* **”Prepaid Service” (Sevesi totongi kimuʻa)** ʻoku ʻuhinga ki ha faʻahinga ngaue ʻoku ke ʻuluaki totongi ki muʻa.
- f)* **”Sevesi”** ʻoku ʻuhinga kiha faʻahinga ngaue pe ʻoku mau fakahoko ʻo fakafou ʻi he ʻemau netiueka ʻi he taimi kihe taimi kotoa pe kau kai mo hono ʻuluaki saveaʻi mo taki atu ai ʻa e laine telefoni pe ha meʻangaue kehe.
- g)* **”STCS”** ʻoku ʻuhinga ia ki he ngaahi tuʻutuʻuni angamaheni pehe kiha ngaahi liliu ʻi he founga ngaue ʻe fakahoko ʻi he kahaʻu ʻaia ʻe ala pupepuke fakalao ʻaki ʻa e ngaahi aleapau ʻa e kautaha ni pea mo koe.
- h)* **”kinautolu”**, **”emau”**, **”mau ”** etc ʻoku ʻuhinga ia ki he hono fakafongaʻi ʻo e Kautaha Fetuʻutaki ʻa Tonga pe TCC.
- i)* **”Mo koe”**, **”hoʻo”**, **”moʻou”** etc. ʻoku ʻuhinga ia kihe tokotaha pe koe kasitoma ʻoku ke ngaueʻaki ʻa e sevesi ʻa e kautaha ni.
- j)* **”Kautaha ni”** ʻoku ʻuhinga ia ki he Kautaha Fetuʻutai ʻa Tonga pe TCC

**2. Koe Lao mo e Tuʻutuʻu ni faka-ngaue.**

ʻOku mau loto ke ʻoatu ʻa e sevesi koʻeni kiate koe ʻo fakatatau kihe ngaahi tuʻutuʻu ni ʻoku ha atu heni. ʻI hoʻo ngaueʻaki pe kole ke mau ʻoatu ha ngaue maʻau ʻe lau ia ko hoʻo loto lelei ke fakalaoʻi ha aleapau ʻI he vahaʻa ʻo e kautaha ni mo koe. Pehe foki moha ngaahi tuʻutuʻuni makehe ʻe ala fai ʻo felaveʻI moha ngaahi ngaue makehe maʻau.

**3. Kohoʻo ngaahi tukupa mo ho fatongia**

ʻOku ke loto ke:

*Ngaahi meʻa fekauʻaki mo e totongi ʻo e sevesi mo hono ngaahi mahuʻinga.*

- a)* Totongi ha mahuʻinga ʻe ʻikai ke toe lava ke fakafoki ʻi haʻo kole ke ngaueʻaki ha taha ʻo ʻemau ngaahi sevesi.
- b)* Totongi ʻa e mahuʻinga kotoa pe kuo mau fokotuʻu atu ʻi hoʻo tohimoʻua ʻo fakatatau kihe sevesi kuo mau tuku atu kiate Koe (tatau ai pe pe ko hai naʻane ngaueʻaki ʻae sevesi) ʻi he ʻaho kuo tuʻutuʻuni ke ngata kiai hoʻo tohi moʻua.
- c)* Totongi ha komisoni koeʻuhi ko hao moʻua fuoloa ʻoku taʻe totongi ʻi ha mahuʻinga ʻe fakatatau ki he totongi toloi ʻe fokotuʻu atu ʻehe kautaha ʻihe taimi kuo tomui ai hoʻo totongi moʻua kimuʻa pea ke toki totongi mai ai.
- d)* Ke totongi mai ha mahuʻinga ki hano tanaki mai ha paʻanga ʻoku ke moʻua mai ʻaki ʻo fakatatau kihe ʻaleapau moe ngaahi ʻutuʻuni pea ʻi hoʻo maumauʻi ha ngaahi kupu ʻoe aleapau ni.
- e)* Kuo pau ke ke totongi mai ʻo fakatatau kihe fiemaʻu ʻa e kautaha ki hano pukepuke mo fakamahuʻinga ʻi ʻo e ngaahi totongi moʻua ki muʻa pea toki ʻoatu ha sevesi kia te koe.
- f)* Kuopau keke fetuʻutaki mai kimuʻa ʻi he taimi kuo kotofa ke totongi ai hoʻo moʻua fekauʻaki mo haʻo vakai ngalingali ʻoku fehalaaki hoʻo tohi moʻua.
- g)* ʻE ʻikai teke lava ke tamateʻi pe fakasiʻisiʻi ha faʻainga totongi ʻoku ha atu ʻi hoʻo tohi moʻua.

*Ko e ngaahi meʻa fekauʻaki mo hono ngaueʻaki ʻa e meʻangaue pea mo e sevesi*

- h)* Kuopau ke ke fai pau kihe ngaahi fakahinohino ʻoku mau ʻoatu
- i)* Ngauʻaki ʻa e sevesi ki he taumuʻa ʻaia naʻe fakahoko atu ai ʻo fakatatau kihe ngaahi tuʻutuʻuni moe lao kuo tuku mai ʻehe laiseni kihe ngaue faka-fetuʻutaki.
- j)* Ke ʻoua naʻa ngaueʻaki ʻa e sevesi ki ha ngaue taʻefakalao pe vaetuʻu ai ʻa e netiueka ʻae kautaha ni pe koha toe netiueka kehe pe koha kasitoma kehe ʻoku ne ngaueʻaki ʻa e sevesi ʻae kautaha
- k)* Ke ʻoua naʻa kaunoa pe maumauʻi ha meʻangaue ʻa e kautaha ni pe koha konga pe ʻo ʻene netiueka.
- l)* Ke fakapapai ʻoku ʻikai ke fakahoko ha meʻa kehe kihe netiuekaʻa e kautaha ni ʻo kau ai mo hono ngaahi keipolo tukukehe kapau kuo ʻosi maʻu ha fakangofua meihe kautaha.
- m)* Ke fakapapai ʻoku ʻikai ha meʻa ʻiho fale pe koia ʻoku ke puleʻi tene fakafeʻatungiaʻia pe मामाumau ʻi ʻa e meʻangaue ʻa e kautaha pe koha konga pe ʻoe ʻene netiueka.
- n)* Te ke fakaha mai kapau ʻoku ʻikai te ke loto ke lisi ho hingoa ʻi he tohi telefoni.

*Koe ngaahi meʻa fekauʻaki moe maumau pea moe ngaahi palopalema*

- o)* Ke fakaha ʻa e maumau kotoa pe ki he kautaha hili hano ʻilo ʻa e palopalema koia.
- p)* Ke totongi ha ngaue tuʻataimi ki hano ngaohi ha maumau tuʻunga ʻi ha ʻo taʻe ʻilo hono ngaueʻaki ʻo e meʻangaue pe sevesi koia.
- q)* Ke fakaʻataa ha taha ngaue pe ha taha kuo fakangofua ke ʻalu au ki ho ʻapi ʻi ha taimi ʻe faingamalie ke ngaue ki he meʻangaue ʻa e kautaha ni pe koʻene netiueka.
- r)* Ke fakaʻataa ha taha ngaue pe ha taha kuo fakangofua kene ngaueʻaki ha maama pe ʻuhila pe koha meʻa pe ʻe ala fakahoko ʻaki ha ngaue ke lava ʻa fakakakato ʻemau ngaue kiate koe.
- s)* Ke totongi ʻa hono ngaohi ʻo ha maumau pe fetongi ʻoha meʻangaue ʻaia kuo mole, kaihaʻasi pe mau-mau lolotonga ʻene ʻi ho malumalu pea mo hoʻo tauhi.

*Meʻa fekauʻaki mo koe kapau ʻoku taʻetotongi ho moʻua*

*t)* ʻI ha tuʻunga ʻoku ʻikai teke lava ʻo toe totongi hao moʻua, keke fakaʻataa ʻa e kautaha ni ke ʻave ho hingoa mo ho lekooti ki ha kautaha ʻoku ʻiai ha amau fekauʻaki fakapisinisi he taimi koia.

- u)* ʻa fekauʻaki moha taʻofi, fakangatangata pe tuʻusi ʻemau fakahoko ngaue kiate koe
- v)* Ke totongi ha mahuʻinga ʻo haka fakahoko ha sevesi naʻe tuʻusi ʻo fakatatau kihe aleapau koʻeni
- v)* Fakaha mai kihe kautaha kimuʻa he ʻaho ʻe 7 ʻokapau ʻoku loto ke tuʻusi ha sevesi pea ke fakafonu foki ʻa e foomu ke fakahoko ʻa e ngaue koia.
- w)* Ke totongi ha faʻahinga mahuʻinga ʻoha sevesi kuo kanseli.
- x)* Ke totongi pe fakafoki ha meʻangaue naʻe ʻiate koe pe naʻa ke tokangaʻi kapau ʻe fakangata ʻa ʻemau sevesi kiate koe.
- y)* Ke fakaʻataa e kaungaue ʻa e kautaha ni ke hu atu kiho fale ke toʻo mo fakafoki mai ha meʻangaue naʻe ʻiate koe hili ha fakangata ʻa ʻemau sevesi maʻau.

*Fakalukufua*

*z)* Ke tauhi kihe ngaahi tuʻutuʻuni ni pea kau ai moha toe fatongia makehe ne fakaʻataa ʻo fakataumuʻa kiha sevesi makehe.

*aa)* Ke fakapapai ʻi koe tokotaha kotoa pe ʻoku ne ngaueʻaki ʻa e seversi ʻa e kautaha ni pea kau ai foki moha ngaahi tuʻutuʻuni makehe ki ha toe sevesi kehe.

*bb)* Ke ʻomai ha fakamafai pea ha laiseni pe fakamoʻoni ke malava ai ke mau tali ke fakahoko atu ai ʻa e sevesi kiate koe.

*cc)* Ke totongi mai ʻa e mahuʻinga ʻoha maumau, pe mole pe ha ʻeke huhuʻi ki he kautaha ni tupu mei hoʻo maumau ʻi ha konga ʻo e ngaahi tuʻutuʻu ni koʻeni.

*dd)* Ke totongi pe fai ha ʻeke kiha mole pe maumau kuo hoko kihe kautaha ni pe ki he ʻene meʻangaue tupu mei haʻo maumau ʻi ha konga ʻo e ngahi tuʻutuʻuni ni.

**4. Ko ʻemau tukupa mo homau fatongia**

ʻOku mau loto ke:

*Fekuaʻaki moe fakamahuʻinga mo e ngaahi totongi*

*a)* Ke hilifaki ʻa e ngaahi totongi ki he ʻemau sevesi pea ki he ngaahi ngaue oku mau tukupa kiai ʻihe ngaahi tuʻutuʻuni ni.

*b)* Ke fekumi ki ha ngaahi tukuaki ʻi ʻoha fehalaaki kihe ʻemau tohimoʻua pea ke mau fetuʻutaki atu ʻihe vahaʻa ʻo e ʻaho ʻe 14 meihe ʻaho ʻo e tukuakiʻi.

*Fekauʻaki mo e fokotuʻu ʻo e meʻangaue moe ngaahi sevesi*

- c)* Ke fakahoko ʻa e sevesi kiate koe ʻo fakatatau kihe ngaahi tuʻutuʻu ni koʻeni
- d)* Ke fai ʻa homau lelei taha ke fakahoko ha sevesi pau mo lelei neongo he ʻikai temau fakapapai ʻi te tuʻumaʻu he tuʻunga koia pea ʻikai hoko ha maumau kiai.
- e)* Ke mau fokotuʻu mo tukuatu ha meʻangaue ʻoku pau pea tolonga ʻo hoa moe ngaahi meʻangaue ʻoku totonu ke fakahoko ʻatu ʻaki ʻa ngaue.
- f)* Ke fakahoko atu ha fika telefoni ʻo fakatatau kihe ngaahi lao pea moe tuʻutuʻuni fakangaue.
- g)* Ke fokotuʻu ho hingoa mo ho tuʻasila pehe kihe fika telefoni ʻihe tohi telefoni tukukehe ʻoka ʻikai teke fie loto kiai.

*Koe meʻa fekauʻaki moe sevesi, maumau pehe kihe ngaahi palopalema*

- h)* Fekumi kihe ngaahi launga ʻo ha maumau pe ke fetuʻutaki atu.
  - i) kapau teke fetuʻutaki mai. Pe
  - ii) ki ha telefoni teke ʻomai hili ha ʻaho ʻe 7 ʻo hoʻo lipooti*i)* Fetuʻutaki atu kimuʻa pea mau fakahoko ha ngaue ki he ʻemau meʻangaue, netiueka pe ha toe meʻa ʻe kehe pe ʻe fakahoko kiai.
- j)* Ke fakapapai ko kinautolu kotoa pe ʻa e kau ngaue ʻe ʻalu atu ki ho ʻapi tenau ʻai ha fakaʻilonga ke ʻilo ai kinautolu.

*Meʻa fekauʻaki moe ko mo ho ʻohoko koha taha taʻetotongi moʻua.*

*k)* ʻI ha ʻo hoko koha taha taʻe totongi moʻua pea ke malava ʻo totongi hokohoko ho moʻua ʻiha mahna ʻe 3 ʻe lava ke fai hano fakapapai ʻi koe kihe ngaahi kautaha tanaki fakamatala moʻua ke toʻo ho hingoa pea liliu mo e tuʻunga ʻoku ʻiai hoʻo lekooti moʻua.

*Meʻa fekauʻaki mo hono toʻo, fakangata pe tuʻusi ʻa e sevesi meiate Koe*

*l)* Ko hono toʻo, taʻofi pe tuʻusi ʻ(ihe fai tuʻutuʻuni pe ʻa e kautaha) ʻemau sevesi kiate Koe.

- i) ʻI haʻo ʻomi ha ngaahi fakamatala loi mo taʻe kakato.
- ii) Kapau ʻe ʻikai teke totongi ho moʻua
- iii) Kapau teke kole mai kiai
- iv) Kapau ʻoku fiemau ke fakafuʻou mo fakalelei ʻemau netiueka
- v) Kapau teke fetongi ho tuʻasila ʻo ʻikai toe ʻiloʻi koe
- vi) Kapau kuo ke hoko ʻo ʻikai toe ʻiai ha ʻo paʻanga pe taʻemalava ke totongi ho mouʻa
- vii) Kapau ʻe ʻikai te ke loto ke mau hu atu kiho ʻapi
- viii) Kapau ʻe ʻikai te ke malava ʻo ngaohi pe monomono ʻe mau meʻangaue
- ix) Kapau ʻe ʻikai te ke tuku mai ha paʻanga maluʻi pe ponite
- x) Kapau ʻe ʻikai te ke totongi ho moʻua he taimi totonu
- xi) Kapau teke ngauehala ʻaki ʻemau sevesi kiha meʻa kehe
- xii) Kapau ʻe ʻikai te ke lava ke tau hi ʻa e femahinoʻaki ʻi he ngaahi tuʻutuʻu ni koʻeni
- xiii) Kapau ko ha ʻuhinga ki he malu fakalukufua ʻa e fonua.

*m)* Kapau ʻe fakangatangata ʻemau sevesi maʻau kapau naʻe tuʻusi hoʻo akauni koe taʻe totongi ho moʻua. ʻI ha taimi te mau fakangatangata ai ʻemau sevesi kiate koe pea ke loto ke totongi ho moʻua, te mau fakahoko ʻi he ʻemau loto kiai ke ʻoatu ʻa e ngaahi fainga malie koʻeni:

- i) taʻofi ʻa e ta hangatonu kiha toe telefoni pe
- ii) Fakaataa ke fai pe ʻa e lea ki tuʻa ʻaki ha kaati telefoni
- iii) Fakaʻataa ke tali ʻataʻata pe ʻa e telefoni
- iv) Ke taʻofi ʻa hono fakahoko mai ha toe lea ke toe totongi mai ki hoʻo fika.

*n)* Ke totongi ho moʻua telefoni ʻi loto he ʻahoʻe 7 hlii hono tuʻusi atu ʻa ʻemau sevesi kiate koe.

**5) Ko hono tanaki mai ʻo e ngaahi fakamatala fekauʻaki mo e kasotoma**

- a)* ʻOku ke fakamafai ʻe ke tanaki mo ngaueʻaki ha ngaahi fakamatala fekauʻaki mo Koe, ʻo tatau pe pe koe maʻu fakahangatonu meiate koe pe mei ha founga fakalao pe tokotaha kehe (ʻo kau ai ho tuʻasila, fika telefoni pehe ki ha fakamatala tene fakamoʻoni ʻi teke lava ke totongi ʻemau sevesi) pea te mau lava ke paasi ʻa e ngaahi fakamatala koʻeni kiha kautaha temau fengaue ʻaki, pe koe kau ngaue konituleki pe fakafonga fakalao ʻoku felaveʻi mo ʻemau ngaue pehe ki he ʻemau ngaue faka-pisinisi kau ai ʻa hono fekumi ki haʻo ngaahi moʻua kehe, pe kohono siviʻi ʻoha ngaahi lipooti. ʻOku mau loto ke tuku atu ha faʻahinga fakamatala fakapulipuli fekauʻaki mo koe ʻo fakatatau ki he ngaahi tuʻutuʻuni koʻeni pea ko ha ngaahi fiemaʻu ke fakakakato ha ngaue faka-lao.
- e)* Kuo pau keke maluʻi ʻa e ngaahi fakamatala kotoa pe ʻoku ke maʻu meiate kimautolu ʻaia ʻoku ke pehe ʻoku fakapulipuli pe no ngali mahuʻinga fakapisinisi. Koha ngaahi totongi pe koha ngahi tisaini ʻo ha netiueka pe meʻangaue pea koe ngaahi fakamatala kotoa koia ke tauhi ke fakapulipuli. Teke toki lava pe ke fakahaa ʻi ha ngaahi fakamatala fakapulipuli pe mahuʻinga faka-pisinisi kapau temau fakamafai ʻi koe ke fai pehe pe koha fiemaʻu faka-lao.

**6. Koe ngaahi totonu ki he ʻilo fakaʻatami ʻo e naunau**

Temau lava ʻo kau fakataha moha kautaha kehe ʻi he totonu ki ha faʻahinga ʻilo makehe ki he Sevesi ʻe ha faʻahinga meʻangaue ʻo kau ai ʻa e meʻa faka-sofuea (software), ʻaia kuo mau tuku atu kiate koe. Koe ngaahi totonu koʻeni ʻe kau kiai ʻa e totonu kihe hikitatau, fakaʻilonga tuletitimaaka (trademark) pe koha faʻahinga tisaini fekauʻaki moe sevesi pe ko e meʻangaue. Koe ngaahi totonu koʻeni kotoa ʻe amautolu ia pe koha toe kautaha ʻoku mau fengaueʻaki ʻi he taimi ʻoku mau ʻoatu ai ʻa e sevesi pe koha meʻangaue kiate koe.

**7. Koe fakangatangata ʻo ha ʻeke moʻua**

- a)* Kapau ʻe aʻu kiha tuʻunga lolotonga ʻemau fakahoko ngaue, te mau maumau ʻi ho ʻapi pe ko e maumau koia naʻe ʻatungia ʻi haʻa mau taʻetokanga ki hono fakahoko ʻa e ngaue koia, temau lava ke totongi ha faʻahinga mahuʻinga feʻunga ki hono monomono ʻo e maumau koia ʻo ʻikai toe lahi hake he \$500 ki he foʻi mmaumau kotoa pe ʻe fakahoko.
- b)* Kuopau ʻe ʻikai te mau totongi ha moʻua ʻokapau ʻe hoko ha mole fakapaʻanga pe tuku tuʻunga ʻihe ʻemau taʻe tokanga ki hono fakahoko ha faʻahinga ngaue. Ko ha amau moʻua kiate Koe kapau ʻe mapuʻu ʻaia ʻi ha faʻahinga ualeni, konituleki, pe ko e maumau ʻi ha lao fekauʻaki moha faʻainga totongi (kau ai moha taʻetokanga) kuopau he ʻikai laka hake he \$500.
- c)* Ko e kupu koʻeni tene ala taʻofi hano fakangata ʻo ʻetau fengaueʻaki ʻo fakatatau kihe ngaahi tuʻutuʻuni ni (STCS).

**8. Ko hono Fakahoko ʻoha ngaue**

*Te mau ala fokotuʻu ha kautaha fengaueʻaki, pe koha kau konituleki pe fakafonga kene ngaue mo maʻu ʻa e monu taʻe tuʻunga ʻa e toloi pe taʻemalava ʻo hoko ʻa e fatongia kome ʻiha koha faʻahinga meʻa ʻoku ʻikai malava ke mapuleʻi, ʻaia ʻe kau ai ʻo ʻikai ngata pe ʻi ha ʻuhila fatulisi, tafea, sunami, afaa pe koha toe ha ʻahaʻa ʻo ʻnatula, pehe ki ha mofia pe fakapaaki ha ʻone, maveuveu faka-sivile, tau pe ngaue faka-kautau, koha ngaue fakavavevave faka-fonua, koha tu ʻutuni faka-puleʻanga pe tukungaue pe koha toe meʻa pe (kau ai ʻa e ngaahi ʻuhinga fekauʻaki mo ʻemau kau ngaue).*

**9. Ngaahi meʻa ʻoku ʻikai malava ke mapuleʻi**

ʻE ʻikai te mau ʻefihia kapau ʻe ʻiai ha toloi, pe taʻemalava ʻo fakahoko ha faotinga ʻihe malumalu ʻoe aleapau ni kapau naʻe tuʻunga ʻa e toloi pe taʻemalava ʻo hoko ʻa e fatongia kome ʻiha koha faʻahinga meʻa ʻoku ʻikai malava ke mapuleʻi, ʻaia ʻe kau ai ʻo ʻikai ngata pe ʻi ha ʻuhila fatulisi, tafea, sunami, afaa pe koha toe ha ʻahaʻa ʻo ʻnatula, pehe ki ha mofia pe fakapaaki ha ʻone, maveuveu faka-sivile, tau pe ngaue faka-kautau, koha ngaue fakavavevave faka-fonua, koha tu ʻutuni faka-puleʻanga pe tukungaue pe koha toe meʻa pe (kau ai ʻa e ngaahi ʻuhinga fekauʻaki mo ʻemau kau ngaue).

**10. Fakaʻekeʻeke, ngaahi fehuʻi, ngaahi fakamatala kehe moe ngaahi taʻefiemalie**

Ko ha fakaʻekeʻeke, ngaahi fehuʻi ʻi, kole ha ngaahi fakamatala pe fakaha ha taʻefiemalie fekauʻaki moe kautaha ni felaveʻI mo ʻemau faifatongia kuo pau ke fakahoko kotoa pe kihe tafaʻaki ʻo e Ngaue kihe kau kisitoma (Customer Service).

**11. Ngaahi tuʻutuʻuni makehe pe koe fetongi ʻo ha ngaahi tuʻutuʻuni**

*a)* Koe ngaahi tuʻutuʻuni makehe ʻe ala fakaʻaongaʻi ia ki he ngaahi sevesi ʻe niʻihi. Te mau ala ʻoatu ʻa e ngaahi tuʻutuʻuni koʻeni kiate koe ʻiha taimi ʻe fakahoko ai ʻae ngaahi sevesi koʻeni.

*b)* Te mau ala liliu ʻa e ngaahi aleapau ni (STCS) ʻi ha faʻahinga taimi pe ʻaki hano fokotuʻu ʻa e ngaahi liliu koia ʻihe ʻemau peesi pe upesaiti koe **www.tcc.to** pe ko e fetuʻutaki ki he ʻemau ngaahi senita ngaue kihe kasitoma ʻi he ngaahi vahefonua.