Application Form for CAT IDC (Internet Data Center)

(Please enter your details and check mark ☑ for chose service)

1. Customer Information

☐ **For Individual**

Name : …...

Citizen ID Card No./Passport No. : ☐☐☐☐☐☐☐☐☐☐☐☐☐

☐ **For Juristic Person**

Juristic Entity's Name : ....

By …..

Type of Business..

Juristic Person Registration Number..

Registration Date ...../ …./ .... Tax Payer No.

☐☐☐☐☐☐☐☐☐☐

2. Address

House No…............. Building / Village …......................................Soi. ....

Street ….. Subdistrict ....

District …..................................Province................................

Post Code..................... Telephone : ….. Fax. : ....

E-mail: ….. Website: …..

3. Place the shipping invoice   ☐ As address (2)

House No…............. Building / Village …......................................Soi. ....

Street ….. Subdistrict ....

District …..................................Province................................

Post Code.....................

4. Contract point

1. Name : …..

Citizen ID Card No./Passport No.: ☐☐☐☐☐☐☐☐☐☐☐☐☐

Telephone No. : ..../...

E-mail : …..

2. Name : …..

Citizen ID Card No./Passport No : ☐☐☐☐☐☐☐☐☐☐☐☐☐

Telephone No. : ..../...

E-mail : …..

5. Type of service

☐ IDC (BKK)   ☐ CDC (Province …………….)

5.1 Co-Location

☐ 1 U/ Server	☐ 2 U / Server	☐ 3 U / Server
☐ 4 U / Server	☐ 5 U / Server	☐ 6 U / Server
☐ 1/4 Rack	☐ 1/3Rack	☐ 1/2Rack
☐ Full Rack …. Rack	☐ Rack Customer Model …...................................	

5.2 Cage Co-Location

☐ 1 Rack / Cage   ☐ 3 Racks / Cage

5.3 Suite Co-Location

☐ VIP 1 (5 Racks)   ☐ VIP 2 (8 Racks)

☐ VIP 3 (7 Racks)   ☐ VIP 4 (7 Racks)

5.4 Dedicated Web Server ☐ Windows ☐ Linux

5.4.1 Customer Server   ☐ 1 U/2 U   ☐ 3 U/ 4U   ☐ 5 U/6 U

5.4.2 CAT Server   ☐ Basic

☐ Advance

5.5 Share Web Hosting

☐ Plan A – Startup Plan   ☐ Plan B – Standard Plan

☐ Plan C - S-Biz   ☐ Plan D – M-Biz

5.6 Virtual Private Service (VPS)

☐ Basic Spec ………………………… ☐ Advance Spec ……………..………..

5.7 E-Mail Hosting ▪ Individual   Government

☐ Plan 1 GB   ☐ Plan 3 GB

Amount ……….. Unit (1Unit/10Account)

5.8 Other service

☐ Domain Name Registration : ....

☐ Domain Record Hosting in DNS Server Amount ……….… Domain

6. Additional Features

6.1 Co-Location / Dedicated   **Amount**

☐ Extra Port 10/100 Mbps	☐☐☐	Port
☐ Extra Port 10/100/1000 Mbps [☐ UTP ☐ Optic]		Port
☐ Extra IP		IP
☐ Extra IP Firewall		IP
☐ Load Balance Service		Port
☐ Database ….. call		

6.2 Virtual Private Service (VPS)

☐ Memory 128 MB (1 unit)		Unit
☐ Disk Space 5 GB (1 unit)		Unit
☐ Control Panel Plesk 10 Domain (1 unit)		Unit

6.3 Share Web Hosting

☐ Disk Space/50 MB (1 unit)		Unit
☐ E-mail /10 Account (1Account/30 MB) (1 unit)		Unit
☐ Database ….. call		

6.4 Email Hosting

☐ Additional Disk space (1GB/ Year)		GB
☐ Additional e-mail (1 E-mail Account/Year)		Account

7. Credentials for Application

Please include certified copies of the following documents:

Individual

- ☐ A copy of Citizen ID card.
- ☐ A copy of household registration certificate.

Juristic Person

- ☐ A copy of juristic person certificate, certified within 3 months.
- ☐ A copy of Citizen ID card of the person authorized to represent the juristic person.
- ☐ Appointment document.
- ☐ A copy of certified ID card of appointee.
- ☐ A copy of valid passport. (for Foreigner)
- ☐ A copy of VAT registration. (VAT 20)

Note: In case of the authority is delegated, please include a copy of certified ID card of both the appointer and appointee.

8. General Conditions

1. Except as expressly set forth in the terms of each service. The general conditions for any request for this service.

2. The use of service shall continue for a minimum of one (1) year and the use period does not include the period of service suspension requested by the Applicant. Otherwise agreed provider reserves the right to consider in by case.

3. In case of temporary use, the service charge shall be 130% of monthly charge. If the period of use is less than one (1) months, the service charge shall be applied for full one (1) months.

4. In the event that the Applicant requests a cancellation of service prior to the completion of the agreed service duration, the Applicant shall be liable to pay the cancellation fee at 20% of monthly service charge for the remaining period.

5. In the event of canceling the use of the service, the Applicant shall give the Company a written notice at least fifteen (15) working days in advance before end of service date that specify in the contract.

6. When expiration of this contract. In the event that the Applicant continues to use the service, it shall be deemed that the Applicant agrees to extend the period of this agreement for 1 year.

7. In the event of canceling the use of the service by company cause of the Applicant, the Applicant shall be liable to pay outstanding service charge, fine and/or indemnity (if any) until the remain period.

9. Terms and Conditions

I have read and understood the service under the terms and conditions stated above including the rate charge, and hereby confirm that all of the above statements are true and correct, and I shall comply with these terms and conditions in all respects.

Signature ….…………………………………………………… **Applincant**

Printed Name (…………………………….………………………**)**

….….…..…/……….…../…………..

10. If application is submitted on behalf of the Applicant

I authorize ………………………………… to apply for the service on my behalf

Signature ………….. Appointor

Printed Name……………...

Signature ………….. Appointee

Printed Name ……………...

Terms and Conditions for CAT IDC Service

This Agreement applies between CAT Telecom Public Company Limited (herein referred to as the "Company") and the Applicant for the Service specified hereunder (herein referred to as the "User"). The User consents to bind himself/herself/itself to and comply with the terms and conditions as follows:

General Conditions for All Types of CAT IDC Service

1. The User shall not use the Service in a way that is unlawful or against peace and order or good morals of the public nor perform any of the following acts:

    1.1 Serving as a source to spread out computer viruses, computer worms, spyware and Trojan horses or as a source to hack or attack other systems;

    1.2 Serving as a phishing source to steal information of other persons;

    1.3 Providing services related to pirated software and data;

    1.4 Providing services characterized as peer-to-peer services, such as, BitTorrent etc.;

    1.5 Providing website services to present materials that are unlawful or immoral or against peace and order of the public, including herein pornographic media, defamation, gambling, as well as links to websites of this description;

    1.6 Providing Camfrog service for the publication of pornographic media including inappropriate actions;

    1.7 Serving as a source to publish photographs of other persons, and those photographs are derived from edits or modifications made by electronic means or any other methods that would cause those persons to be defamed, insulted, hated or disgraced;

    1.8 Serving as a source for commercial mass e-mailing or spamming in any case whatsoever, for sending advertisements to the e-mail addresses of other persons without their request or to newsgroups users, for sending e-mail by using return addresses that has no real business existence, for sending chain messages to generate a large quantity of replies, and for sending repeated messages to other persons, etc.;

    1.9 The User shall not provide services relating to illegal software of all categories including other file types attempting evasion by using equipment, programs or data which has not been licensed by product owners, and by infringing intellectual property;

    1.10 Serving as a source for any activity that violates Thai law or international laws or causes turbulence to nation, religion, the Royal House or general society in all countries.

2. The Company has the right to suspend the Service immediately without prior notice to the User in the following events:

    2.1 The User dies or, in the event of a juristic person, has been wound up; or the User has his/her/its property seized or attached or is placed in receivership by a court order;

    2.2 An event of force majeure occurs to the Company;

    2.3 The User has used false documentation or information to apply for the Service;

    2.4 The User has used the Service illegally or inappropriately or in contravention of the Agreement on the use of this Service, whether a warning has been given by the Company or not;

    2.5 The User has exceeded his/her/its limit of funds required for the Service, and the Company has reminded him/her/it in advance that the User's amount as specified almost runs out;

    2.6 The User has defaulted on payment of charges and Service Fees for more than two consecutive periods specified in the bills after the due dates;

    2.7 The Service Provider can prove that the User has used the Service to procure incomes with an intention to pay no charge and Service Fees;

    2.8 The Service Provider is required for some reason to maintain or repair the network used for the provision of the Service.

3. During the suspension of the Service, the Company has the right to collect the charges and Service Fees under this Agreement, unless the suspension of the Service has not resulted from fault of the User.

4. In the event of a disruption or problem resulting from the use of the CAT-IDC Service, the User with the power of communication and coordination must so notify the Company quickly, specifying the IDC-ID number together with relevant details.

5. The User must keep his/her/its password confidential.

6. The Company assumes no responsibility if programs or data on the User's server have been altered, modified, erased, leaked out or damaged by any cause. However, the Company is willing to offer utmost assistance in tracking, searching or pursuing the persons who have caused damage to the User's programs and data.

7. The Company is the owner of all IP Address Numbers which it has provided to the User, and the Company reserves the right to alter and claim back these IP Address Numbers as it thinks fit and the User may not claim any damages.

8. The User can register 2 persons who will be authorized to communicate with the Company. In the event of a change in these authorized persons, the Company must so notify the Company in writing immediately. The Company will assume no responsibility in the event of any damage since a person who has been previously authorized to communicate with the Company has requested the Service on behalf of the User before the User has notified the Company in writing of such change.

9. In the event the User wants to use a conference room, the User shall file a request for the use of the conference room at least 3 business days in advance and may use the service only during business hours. On having given the permission to use the conference room, the Company will charge such expense as it sees fit.

10. To update personal information, such as, addresses, telephone numbers and e-mail addresses, the User shall so notify the Company in writing.

11. The Company can examine usage information of the User without prior notice. In the event following the examination the User is found to have irregular usage, or in the event the Company sees fit, the Company can take action of any kind to preserve the rights for other users and the User may not claim any damages from the Company.

12. CAT-IDC will block IP addresses using traffic in the category of BitTorrent and Camfrog infringing the Act Governing the Commission of Computer-Related Offences B.E. 2550 (A.D. 2007), for example, if there is a pornographic show etc., for a period of 24 hours in the case of the first detection, and will increase the blocked time by 24 hours for each infringement whenever the relevant IP address has been found to have committed an infringement, since over the past periods whenever the IP address of a client has been blocked that client would resort to a new IP address to prevent an increase in his/her/its blocked time when committing a subsequent infringement. Therefore, CAT-IDC hereby informs its clients that whenever a client has infringed the Terms and Conditions for the CAT-IDC Service, whether the IP address used for each infringement is different, CAT-IDC will increase the blocked time by 24 hours for each infringement for the relevant client.

13. The commission of phishing will produce seriously harmful effects on a large number of internet users, most of whom are users of internet banking services. The user names and passwords of these users will be stolen for abuse by committers of phishing. Therefore, in the event CAT-IDC has detected that any IP address has been used for phishing, CAT-IDC will tell the client who is the owner of that IP address to take curative action via e-mail and by telephone. In the event CAT-IDC is not able to communicate by telephone, it will give notice via sms. And if after the 30 minutes' notice the curative action of the client remains unfinished, CAT-IDC will block that IP address until the curative action has been completed.

14. If the User has defaulted on payment of two invoices or more and if the Company has reminded the User to settle them within 10 business days from the date entered in the letter, after the expiration of this period of time the Company can, in addition to suspending the Service, take out the User's equipment to the common area for storage and the User is not permitted to take its equipment of all kinds out of the common area until the User has settled all the accounts completely. Notwithstanding, the Company will not be responsible for any possible damage to the equipment of all kinds during the period of the User's default on payment of his/her/its debts, and the Company has the right to charge any expense which may be incurred as a result of the storage of the equipment in the common area.

15. If this Agreement has terminated in whatever event, the User has the duty to remove the equipment of all kinds out of the Service premises and renovate the Service premises to the condition that has originally existed prior to the provision of the Service within 15 business days from the date of the termination of this Agreement. After the expiration of this period of time, the Company will take out the User's equipment for storage in the common area and will not be responsible for any possible damage to the equipment, and the User shall pay any expense incurred (if any) to the Company.

16. When the contract ends, whether in any case. Users must use the devices built out of the service area at 08:30 to 16:30 am Monday - Friday only.

17. All document, letters, notices of any. Of the company that sent to users at the place of delivery notification charge. Users shall be deemed received by then.

18. Users must comply with the rules regulations terms and conditions concerning the services of CAT IDC used in the present and the future will be strictly.

19. Users must comply with this Act. On computer crime Act 2550 strictly.

20. If the User does not wish to continue using this Service, the User shall so notify the Company in writing at least 15 days in advance of the expiration of the term specified in the Application for Service. If on the expiration of the term the User still continues using the Service, this Agreement shall be deemed to continue to be in force for each term of 1 year.

21. If the user to terminate the service before the end of a year, the Company reserves the right to not refund the fee paid in advance already. For use in Year 2, if users terminate service before the expiration time of the payment in advance The Company will restore service to the rest.

22. In cases that have added service Add-On Service or the use of Port, IP Address, Data Transfer and Disk Storage exceed the amount defined for each type of service / Plan. The company will charge more services at the rate specified by the Company.

23. If the user termination of service after the company provides the service. The company will not return the admission fee.

24. In case of suspension of service. If users want to use the new service will have to pay to install a new configuration of the same rate for each service.

25. If the User breach any of the terms of this agreement. We have the right to suspend service and / or terminate the agreement. In terminating the contract. The Company will notify the termination notice to subscribers of not less than 15 days; users agree that any action arising from the termination of this contract is not offensive to any user. And users must still have obligations to pay outstanding charges in full.

26. The Company reserves the right to make such changes, alterations or additions to this Agreement as appropriate.

Conditions for Dedicated Web Server Service

      1.   Dedicated Web Server Service means the server space rental (equipment) by the service provider server manually. Or renting a server of the company. To connect to the Internet through the security devices (Firewall and Anti virus) . The responsibility of company is install the operating system and maintenance server. Include backup data to the user.

      2.   The User shall not perform any act affecting the computer and computer resources present, for instance, overuse of the CPU or use of any program producing impacts on the system operation and such other acts as the Company sees fit. If these acts have been detected, the Company will take such action as it sees fit, provided the User may not claim any damages from the Company and the User remains responsible for the Service Fees incurred under this Agreement.

      3.   The User allows the Company to add the Management Application to be used for the care and management of the status of the Dedicated Web Server.

      4.   Copyrights on all items of software which the Company has provided on the Server are deemed to belong to the Company, and the Company does not permit the User to resell the software or allow other persons to use it, whether the software has been modified or not.

      5.   The Company will neither assume responsibility for nor undertake the care and management of software which the User has installed in addition to that provided by the Company, and the Company assumes no responsibility in the event the software additionally installed by the User has resulted in irregular operation of the Server or its inability to operate.

      6.   The User must be take care of its privileged account, such as, Root or Administrator etc. The User must manage, administrate and take care of the Server by himself/herself/itself. The Company will assume no responsibility in the event the Server has any problem.

      7.   The Company reserves the right to assume no responsibility in the event of a loss of data of the User in any event even if a data backup is performed daily by the Company. Therefore, the User should always have at least 1 backup copy of data.

      8   Regarding application for updates, changes, alterations or additions to any data or program on the Dedicated Server, the Company has provided a Customer Room for service regarding any such updates, changes, alterations or additions thereto. To this, the User can apply for the use of the Customer Room by filling in an application form as determined by the Company and produce at the same time such evidence of identity as his/her identification card, passport or driving license to the Company. On the Company's having given the permission to use the Customer Room, the person who can use the Customer Room must be only the one authorized to communicate, and the period of use thereof must not exceed 9 hours a day and 60 hours a month. Since the Customer Room is available to 10 customers max at the same time, the Company reserves the right to provide the Service in order of application. If the User wants to use the Service more than once successively, the Company will give permission only when no other users are waiting to use the Service.

      9.   The Company has the duty to be in charge of the User's Server. Therefore, the Company reserves the right to answer no questions on problems that have arisen and are not under the Company's responsibility.

      10.   The Company only has the duty to take care Operation System (OS) of User's server only. In the event of a disruption to software/script, the Company is not a software/script service provider. Hence, for questions about writing and general aspects of usage of the script, the Company reserves the right to give no answers to those questions.

      11.   The Company reserves the right to not allow the User to take any equipment of the User out of the installation area in the event the User still incurs an amount of debts due to the Company.

      12.   The Company reserves the right to make such changes, alterations or additions to this Agreement as appropriate.

      I have read and understood the service terms and conditions. I hereby certify that the information furnished herein is true and correct. I further agree to be bound by all the said terms and conditions set forth in this Agreement.

Signature..   Applicant

(…..)   Date ..../...................../..............

Signature..   Approved (Company)

(…..)

Position ....   Date ..../...................../................