

TERMS & CONDITIONS

1. GENERAL CONDITIONS

- 1.1. This service is applicable to Residential and Business customers only.
- 1.2. Credit checks and vetting will be conducted prior to processing of application. If you have outstanding debt, you will be required to clear your debt before we proceed.
- 1.3. TELECOM FIJI PTE LIMITED makes no warranties of any kind, as to the fitness of this service for any particular purpose. We take no responsibility for any loss or damage resulting from or arising out of the use of the service, service interruptions, slow delivery or no delivery of information.
- 1.4. This service provided by TELECOM FIJI PTE LIMITED may only be used for lawful purposes. Transmission of any material in violation of the laws of The Republic of Fiji Islands is prohibited. This includes, but is not limited to, copyrighted or trade secret protected material, threatening or obscene material.
- 1.5. Use of any information via this service is at your own risk. We take no responsibility for the accuracy or quality of information transmitted or received.
- 1.6. If you have used shareware, trial-ware or any software provided by TELECOM FIJI PTE LIMITED, then you will be subject to conditions stated by the developer of that product, such as usage, registration, payment etc. TELECOM FIJI PTE LIMITED reserves the right to cancel this service with a written notice.
- 1.7. This service is provided on the basis that it is for your use only and will not be offered or resold to external organizations or individuals and that this service cannot be resold for commercial purposes.
- 1.8. Any other products and/or services provided in addition to those listed in this document may incur additional charges.
- 1.9. We reserve the right to immediately suspend or cancel the service when we find that the account/service has been inappropriately used.

2. AGREEMENT VALIDITY & TERM

- 2.1. This agreement is between "You" (The Customer) and "TELECOM FIJI PTE LIMITED" (Telecom Fiji Limited).
- 2.2. The service is provided to you subject to Terms and Conditions of this agreement.
- 2.3. This agreement is valid from when you sign this "Value Added Services Agreement" till the service is terminated by you or us.
- 2.4. This service (Connect Email) is provided on a monthly term.
- 2.5. This service (Static IP) is provided on a monthly term.
- 2.6. This service (Kaspersky Total Security) is provided on a yearly basis.

3. OUR RESPONSIBILITIES

- 3.1. We will use our best endeavors to provide you best effort Internet Service.
- 3.2. We will use our best endeavor's to maintain the continuity of the Service, although we do not guarantee it will be continuous or fault-free.
- 3.3. We do not track, monitor or record websites accessed by customers.
- 3.4. We are responsible for fixing faults in our host computers and faults on our network.

4. YOUR RESPONSIBILITY

- 4.1. It is your responsibility to see that your computer meets our system requirements.
- 4.2. It is your responsibility for all access to and use of the Service through your account. You may permit another person to use your account from time to time but you assume all responsibility and liability for the activities that person conducts on-line and for any material that person is exposed to.
- 4.3. You must keep your password confidential. You can change your password online at my.connect.com.fj and you must notify us immediately if you lose your password. It is recommended that you change your password regularly.
- 4.4. You are responsible for all equipment and software necessary to access the Service as well as the security of your data.
- 4.5. Your use of the Service is your responsibility and entirely at your own risk. We do not check the content of information available from the Service. We are not liable for loss or damage that you or anyone else suffers as a result of using this information including, but not limited to, any damage, or loss of data caused by a virus or similar program.
- 4.6. Some material on the Internet may be offensive, inappropriate or unsuitable. You acknowledge this and that we do not accept any responsibility for contents offered by other individuals or companies on the Internet or for any other information passing through the Service.
- 4.7. You agree that no minor or any other person will access the Service using your account unless they have your permission and are under your personal supervision.
- 4.8. You must inform us at least two weeks in advance if your postal and email billing address changes or if you move to a new location. We cannot guarantee service at your new location. You will be advised accordingly.
- 4.9. It is your responsibility to maintain and manage data traversed through the connection at all times (including SPAM/Junk Mail or Virus Attacks).
- 4.10. You are required to have updated antivirus software at all times for your data security. In case where traffic causes excessive resource utilization on the TELECOM FIJI PTE LIMITED interfacing equipment or network that results in degraded performance for other TELECOM FIJI PTE LIMITED customers, we reserve the right to immediately suspend your service without notice.

5. TERMINATION OF AGREEMENT

- 5.1. We reserve the right to terminate this Agreement at any time without notice if there is a breach of terms and conditions which includes:
 - (1) Customer chooses to switch to another Internet Provider.
 - (2) Early termination of the agreement by the Customer and before the expiry of contract period

- 5.2. We reserve the right to amend the terms and conditions set herein within a thirty day notice (30 days). Amended terms and conditions shall be addendum to any valid agreements in force at that time. Price changes shall be provided in writing.
- 5.3. You shall be liable for any charges up to the date of termination of service by either party.
- 5.4. TELECOM FIJI PTE LIMITED will continue billing the monthly rental unless a written notice is provided to us (TELECOM FIJI PTE LIMITED) requesting the suspension/termination of service, unless or until Clause 6.9 takes effect.
- 5.5. Breach of the General Conditions of this agreement will result in immediate termination of this agreement and service without any notice and you will be still liable for any unpaid charges.

6. CHARGES, DISPUTES, CREDIT STATUS AND BILLING PROCEDURES

- 6.1. Access to, and the use of the Service is charged in accordance with our published rates unless otherwise specified and agreed to between TELECOM FIJI PTE LIMITED and You. An agreement shall be in writing with a valid quotation reference number.
- 6.2. We reserve the right to perform a credit check on our customers to determine your credit status. We also reserve the right to seek advance monthly payments/deposit if TELECOM FIJI PTE LIMITED deems there is a "NON STATUS" or low credit rating.
- 6.3. Your monthly bill will include a charge for the Monthly Access Fee (monthly rental), as well as any other charges you have incurred.
- 6.4. Your monthly bill will be emailed to your nominated email address. The nominated email address must be active and able to receive emails from TELECOM FIJI PTE LIMITED. This bill can also be downloaded from the Telecom Portal.
- 6.5. TELECOM FIJI PTE LIMITED will not send bills via post.
- 6.6. Your service will be suspended if your bills are not paid by due date. If your service is suspended due to non-payment, you will be charged a fee of \$10.90 (VIP) to have it reinstated.
- 6.7. Your service will be permanently disconnected if you have not cleared your bills after 30 days from due date and your Security Deposit will be used to recover any outstanding bills. This is deemed to be a Termination of Contract.
- 6.8. TELECOM FIJI PTE LIMITED reserves the right to file legal claims with the Small Claims Tribunal or the Courts to recover the Debt owed by you.
- 6.9. In the event legal claims are filed, it may result in you having to pay legal costs of these proceedings along with any other associated costs.
- 6.10. Rebates will not be given for billing disputes relating to pc/virus issues, non-usage of service or factors out of our control including but not limited to, lighting, flood, tsunami, cyclones or other severe weather conditions, fire or explosion, civil disorder, war or military operations, natural or local emergency, government actions or industrial disputes of any kind.
- 6.11. Rebates MAY be given for the 72-hour continuous outage excluding events covered under Clause 6.10.
- 6.12. You cannot temporarily suspend your account during contract period unless approved by TELECOM FIJI PTE LIMITED in writing.

7. EXCLUSION OF LIABILITY

- 7.1. You agree that the use of the Service including any content you may obtain through or on the Service is at your own risk.
- 7.2. You agree that the Service is provided without warranties of any kind.

8. INDEMNITIES

- 8.1. You agree to indemnify us from all liabilities, damages, claims, actions, proceedings and expenses, including all legal fees and expenses, arising out of the use of the Service or your breach of any term of this Agreement in any way.

9. CONFIDENTIALITY

- 9.1. This application form is to be treated as confidential and should not be changed or distributed to any third party.

10. GOVERNING LAWS AND JURISDICTION

- 10.1. The rights and obligations of signatories of this document shall be governed by, and this agreement shall be construed and enforced in accordance with, the local, domestic laws of The Republic of Fiji and in Courts of Republic of Fiji Islands

11. CONNECT EMAIL ADDRESS

- 11.1. Connect Email address is provided on monthly and yearly contract period.
- 11.2. You can terminate Connect Email address at any time.
- 11.3. You shall be liable for any charges up to the date of termination.
- 11.4. We will suspend your Connect email access if we determine your email has been infected and is sending spam. We will activate your Connect email access once your computer has been disinfected.
- 11.5. We will delete Connect emails exceeding 2MB or if your unread messages exceed 5MB, which is left on Webmail/our servers for longer than 10 days. If we delete any email under this agreement, we are not required to notify you or the sender. We recommend you download your Connect emails regularly to avoid possible loss of data.

12. STATIC IP ADDRESS

- 12.1. Static IP address is provided on monthly contract period.
- 12.2. You can terminate Static IP Address at any time.
- 12.3. You shall be liable for any charges up to the date of termination.
- 12.4. Only one static IP address can be assigned to a username.

13. KASPERSKY TOTAL SECURITY

- 13.1. Kaspersky Total Security is provided on yearly contract period
- 13.2. You can terminate at any time.
- 13.3. There will be no rebates for early termination.
- 13.4. One license will protect three devices only.