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TERMS AND CONDITIONS

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An Internet service of KIDANET, together with its affiliates, agents and licensors (collectively "KIDANET"). The following terms apply to customer's use of and access to any KIDANET service, as well as any electronic transmission sent, received, posted, accessed, or stored via any KIDANET network ("Network"), including without limitation its Cable, wireless web, data housing, and messaging services; Internet services; and internal email network for communicating with KIDANET employees.

COVERAGE OF THIS POLICY AND AGREEMENT

In addition to other agreements between customer and KIDANET, these terms explain the policies that govern customer's access to and use of our service, including the actions that we may take, within our sole discretion, for any use that we deem unacceptable. By accessing or using our Website or Network, customers agree to these terms (collectively the "Policy and Agreement"), as KIDANET may modify it from time to time. If customers do not agree to accept and comply with the Policy and Agreement, do not access or use our service or and the ACCEPTABLE USE POLICY.

1 Your obligations

1.1 KIDANET will provide you with the Service and will use reasonable care and skill in doing so. In order for us to provide you with the Service, there are things that we need to ask you to do. These are that you:

ensure your PC meets KIDANET requirements

comply with the Acceptable Use Policy and should only accept this Agreement if you agree to be bound by it;

not use, attempt to use or allow others to use the Service in a way that, in KIDANET'S reasonable opinion, interferes with other customers' use or enjoyment of the Service or interferes with our efficient or proper operation of the Service;

pay all fees and charges associated with your use of the Service, in accordance with pricing plan;

make sure you keep your account information, password, data and Equipment secure;

regularly check the default email address that we have allocated to you for messages about your Service;

receive our regular newsletter via e-mail. ;

ensure that any equipment provided by you does not damage the Service or our facilities which we use to provide the Service;

not use or allow others to use the Service in connection with any Machine-to-Machine Applications or to connect to the internet via another internet service provider or to establish any point to point data connections with another modem.

1.2 There are certain things that, despite our best efforts, we cannot guarantee or provide in relation to the Service. This means we have to ask you to acknowledge each of the following:

We will use reasonable care and skill in providing the Service and will provide the Service in accordance with this Agreement. However, given the nature of telecommunications systems and radio communications networks (including the Service's reliance on systems and services not owned or controlled by us), we cannot promise that the Service will be continuous, accessible at all times or fault-free.

We may not be able to meet a request from you to provide detailed information about your usage of your Service (for example, information about what sites you visited and when).

We do not have to monitor use of the Service, whether by you or anyone else. If we do so, we can stop the monitoring at any time. We may monitor use of the Service to see whether you are complying with the Acceptable Use Policy or to investigate a breach (or suspected breach) of that policy. However, we are not under any obligation to enforce the Acceptable Use Policy or any other policy that applies to anyone using services that we provide to them.

Where you provide your own wireless PC connection device, you are responsible for any loss caused by an unauthorised interception of your Service.

We are not responsible for any loss caused by equipment provided by someone other than us.

2 Details of the Service

2.1 In order to take up the Service, you need:

to apply for a KIDANET Account

to be accessible to the KIDANET Wireless Broadband Network.

2.2 The Service you receive will depend on the Equipment you use to access the Service.

3 Charges for your Service

3.1 You are responsible for paying the charges set out above and also in the Plan Table (as amended from time to time) for your selected pricing plan, starting from your Service Commencement Date.

3.2 We have chosen to structure our charges so that all monthly fees are payable in advance and any additional megabyte charges, (which we may charge), are payable in arrears. Other fees and charges that are payable by you as set out in the Plan Table are payable by the due date specified on the invoice. We process and issue invoices for the Service within 30 days of the closure of each billing period.

3.3 We may provide you with the option to pay for your Service via credit card. If you choose to provide us with your credit card details for the purposes of paying for your Service, we may:

bill all fees and charges to your credit card on a monthly basis from your Service Commencement Date;

disclose your credit card details to, and obtain information from, any financial institution or credit card issuer to verify the credit card details;

take steps to verify that there is sufficient credit on your credit card account to meet likely fees;

3.4 We require a **refundable deposit of \$200** if you are an expatriate or regional student .

4 Commencements and Termination of this Agreement

Agreement Commencement

4.1 We ask you to note that this Agreement commences on the following dates:

a. If you complete an online Application Form, on the date you submit the Application Form; or

b. If you sign an Application Form, on the date you sign the Application Form; or

c. If you apply in circumstances other than those set out in (a) or (b) above and:

the Terms and Conditions are read to you, the Agreement commence on the date you accept them.

the Terms and Conditions are not read to you, this Agreement commences on the date we install the Service.

Service Commencement

4.2 We ask you to note that your Service commences on the earlier of:

the date you first use your Service;

21 days after we notify you that your Service has been activated (if you already have the Equipment); or

21 days after we notify you of the expected delivery date of your equipment.

Your right to terminate or suspend this Agreement

4.3 You may terminate this Agreement at any time by calling the KIDANET office on 3315511. However, you will be required to pay an early termination fee (2months of the monthly rental).

4.3.1 You may suspend the service upon request due to:

- traveling abroad if you are a Residential customer which will require you to notify us in advance the dates to suspend account, duration of travel and date to reactivate the account by either e-mail, facsimile or obtaining a form at ccs. You hereby accept that Kidanet will charge you a minimal fee of \$30 for temporary suspension and reactivation of account .During the period of suspension an equipment rental of \$20 is chargeable per month. Maximum duration of suspension is 3months.

-Schools will hereby accept a fixed fee of \$100 for temporary suspension of account for the duration of school holidays. Maximum duration of suspension is 3months.

-Business Customers will hereby accept a fixed fee of \$150 for temporary suspension of account for a maximum duration of 3months.

Your right to terminate or suspend this Agreement

4.4 We may terminate your Service if: you are in breach of this Agreement, breach the Acceptable Use Policy and we have notified you in writing of your breach and you have failed to remedy the breach within 30 days of our notice (if the breach can be remedied). If the breach is something which cannot be remedied, we may immediately terminate your Service with notice to you.

4.5 We may suspend the Service to you during the 30 day period before we terminate your Service under clause 4.4. If we do suspend your Service, we will reimburse any monthly fees (pro-rated if necessary) that you paid during the suspension.

4.6 If we terminate the Service for any reason, you must still pay us for any charges incurred before the cancellation.

Your rights to terminate or suspend

4.7 You may terminate the Service if: we are in serious breach of this Agreement (we will be in serious breach if we breach our obligation to use reasonable care and skill in providing the Service and our obligations); and

you have notified us in writing of our breach and we have failed to remedy the breach within 30 days of your notice (if the breach can be remedied). If the breach is something which cannot be remedied, you may immediately terminate your Service with notice to us.

4.8 At certain times, we need to perform maintenance on or protect our networks to keep providing a high performing service to users. This means that we may sometimes need to limit or suspend your Service if it is necessary for the purpose of maintenance, integrity, protection or

restoration of our networks or the users of our networks. If we need to limit or suspend your Service under this clause, we will give you as much notice as we reasonably can in the circumstances and we will endeavour to ensure that the limitation or suspension is for as short a period as is reasonably possible.

4.9 Unfortunately, we cannot control some external events that may affect our provision of the Service to you. If a Regulatory Event occurs, we may not be able to continue providing the Service to you at all or may not be able to provide it on the same terms as set out in this Agreement. If this happens, we will give you as much notice as we reasonably can and we may need to terminate this Agreement. You will not pay any Cancellation Fee if your Service is terminated under this clause.

4.10 Exercise of our rights under clauses 4.8 and 4.9 does not affect your Contract Term.

The effect of termination

4.11 We need to make sure that certain things occur if you or we terminate this Agreement. So, if this Agreement is terminated:

any software licences granted to you under this Agreement will immediately terminate and you must return to us or destroy the Software and all copies as we direct; and you must immediately return any of our property to us.

4.12 If we terminate this Agreement under clause 4.4 and, at your request, we later agree to provide you with the Service again, you may need to pay us a reconnection fee set out in the Plan Table.

5 Changing this Agreement

5.1 From time to time, we need to be able to change these terms to reflect our changing business. We can change this Agreement (including the Plan Table and any prices or the Acceptable Use Policy) in accordance with this clause 5.

5.2 We must give you at least 30 days' prior notice of the change, unless we need to make the change immediately in order to act legally or the change results from changes in the law. If this is the case, we will give you as much notice as we reasonably can; or the change will benefit you. If this is the case, we can make the change without giving you notice.

5.3 If we make a change to this Agreement and the change means that you are materially worse off (and does not fall within clause 5.2(a)), you may terminate this Agreement by giving us notice within 42 days of the date we notify you of the change. If you terminate your Agreement, the Agreement will be terminated from the date the change takes effect.

5.4 If you choose to cancel this Agreement under clauses 5.3, we will refund you any unused portion of your monthly charges.

5.5 If you do not notify us of your decision to terminate this Agreement under clause 5.3 and continue using the Service

from the date on which the change comes into effect (or in the case of clause 5.3, 42 days from the date on which we notified you of the change), you will be taken to have agreed to the change.

6 Maintenance of the Service

6.1 We encourage you to use our technical support services for genuine problems with your Service. We will use reasonable efforts to rectify the problem as soon as possible. However, we ask you to acknowledge that:

we do not provide technical support services for configuring your local area network to connect it to your Service, and do not provide assistance with local area network-related difficulties; and

if we respond to a technical support call, and we believe on reasonable grounds that there is no Service problem, or that we did not cause the Service problem, we may charge you a service fee that will be notified to you prior to our site visit.

7 Maintenance of the Equipment

7.1 We are pleased to stand behind the Equipment that we provide to you and:

we will maintain that Equipment and keep it free from any defects.

if for any reason the Equipment fails due to negligence on your part, or due to an act of hooliganism, we will charge you the cost of the damaged equipment. If damage is due to normal wear and tear, we may at our sole discretion repair, refurbish or replace all or part of the Equipment.

7.2 From time to time we may need to remotely upgrade the Equipment connected to the Broadband network, to ensure the security, correct operation and performance of that device on the Service. During a firmware upgrade, you may experience a short service interruption of approximately 30 seconds.

7.3 We are not responsible for servicing and maintaining the Equipment under clause 7.1 if the Equipment is defective or fails to operate as a result of:

any abuse, misuse, neglect, mishandling or misapplication of the Equipment; any accident by you or a third party; any improper maintenance or service; or any unusual hazards affecting the Equipment (including, but not limited to, exposure to excessive humidity, heat, cold, dust, food, liquids, magnetic or electromagnetic interference, or incorrect power voltage);

electrical supply problems or failure to provide a suitable environment for the Equipment; or

any natural disaster (including, but not limited to, floods, lightning and fire), acts of terrorism, or any other cause beyond our reasonable control.

7.4 MISSING/STOLEN EQUIPMENT

7.4 You should at all times keep the equipment in good working order and condition and will not in any way repair or alter the equipment without the prior written consent of Kidanet. You will be responsible for any loss or damage to the equipment for any reason whatsoever, except damage which is caused by reasonable wear and tear. It is agreed that upon the period of agreement, the whole or part of the cost or replacement of the equipment will be charged to you at a rate specified by the Kidanet. Any missing or

damaged equipment will remain the property of Kidanet at all times. Missing equipment will be deemed as stolen property.

7.4.1 Once we have established that missing/stolen equipment charges have occurred and an invoice has been raised, Kidanet will reserve the right to charge on going monthly rental amounts for the equipment until such time as the missing/stolen equipment invoice has been paid in full.

7.4.2 Any equipment stolen from the customer's premises will be charged accordingly. Any person or company found with stolen property will be prosecuted

8 Software licences

8.1 Where we provide Software to you, it is important that you agree to:

only use the Software (including storing, loading, installing, executing or displaying it on a computer) in conjunction with your Service;

only use the Software in accordance with our directions from time to time;

not sub-licence, assign, share, sell, rent, lease or otherwise transfer to any person your right to use the Software;

not copy (other than making one copy for archival or backup purposes), translate, adapt, modify, alter, de-compile, disassemble, or reverse-engineer the Software; create any derivative work of the Software; merge the Software with any other software; or change the Software in whole or in part, except as permitted under the Copyright Act ; and

not alter or remove any copyright or other intellectual property notifications applied to the Software.

9 Limitation of liability

Our liability to you

9.1 This contract is made up of the terms that are expressly set out in this contract and those implied by laws that cannot be excluded by us. No other terms apply.

9.2 Clauses 9.3, 9.4 and 9.5 apply to you only if you are a **Residential Customer**.

9.3 We accept our liability to you if we breach this Agreement or act negligently under the principles applied by the courts, except as set out in clauses 9.4 and 9.5.

9.4 As you have taken up the Service predominately for personal, domestic or household use, we do not accept liability for any business related losses that result from the use of the Service. However, we will accept that liability if it cannot be excluded under any legislation.

9.5 We are not liable for any loss to the extent that it is caused by you, for example, through your negligence or breach of this Agreement.

9.6 Clauses 9.7, 9.8, 9.9, 9.10 and 9.11 apply to you only if you are a **Business Customer**.

9.7 Given the nature of telecommunications systems (including the Service's reliance on systems not owned or controlled by us) we cannot promise that the Service will be continuous or fault free. Accordingly, we limit our liability to you for losses resulting from any interruption or delay to your Service to an amount equal to the service charges billed for the affected Service for the period of the interruption or delay.

9.8 Subject to clause 9.11, we accept liability arising from our breach of contract or negligence: for any personal injury or death to you, your employees, agents and contractors in relation to the supply of the Service; or any damage to your real or tangible property resulting from the supply of the Service, but we limit our liability to our choice of repairing or replacing the property or paying the cost of repairing or replacing it; and

unless clause 9.7 applies, for any other cost or expense you reasonably incur that is a direct result of, and flows naturally from, such breach or negligence (but excludes loss of profits, likely savings and data), but we limit our liability for all such claims in aggregate to the total amount payable to us under this Agreement in respect of the first year of the Contract Term.

9.9 Other than for the liability we accept under this clause 9, we exclude all other liability whether to you or a third party for breach of contract, negligence or breach of any other law. For any liability which cannot lawfully be excluded as it is under this clause 9, our liability is limited to resupplying or paying the cost of resupplying services and repairing, replacing or paying the cost of repairing or replacing goods.

9.10 Notwithstanding anything else in this clause 9, our liability will be reduced to the extent the loss or damage is caused by you, your employees, agents or contractors.

9.11 We will not be responsible for any loss or damage arising from circumstances outside our reasonable control.

Your liability to us

9.12 You are liable to us if you breach this Agreement or act negligently under the principles applied by the courts. However, you are not liable for any loss we suffer to the extent that it is caused by us, for example, through our negligence or breach of this Agreement.

10 Information

10.1 Information concerning you will be held in a database. The database will contain your name, address, telephone numbers, bank account or credit card details, billing details, information relating to the provision and use of the Service, and information provided by you in connection with this Agreement or the Service.

10.2 This information (other than bank account and credit card details) may be used:

to enable us to perform our obligations to you under this Agreement, including to provide the Service;

to enable us to ensure that you perform your obligations under this Agreement; and by any entity related to us and any service provider, for planning, research, or if required by any law, and, except for our newsletter as set out in clause 10.5, if you give us your express consent, for the promotion and marketing (whether targeted, direct or indirect) of our products and services or the products or services of any service provider and any entity related to us.

10.3 In addition to our other rights under this clause 10, we may give Credit Information about you to a credit reporting agency to:

obtain a consumer credit report about you; or allow the credit reporting agency to create or maintain a credit information file containing information about you.

10.4 In addition to our other rights under this clause 10, we may:

obtain or use a consumer credit report about you from a credit reporting agency to assess your application for the Service (if it is for commercial credit) or collect overdue payments; and disclose information about you to other credit providers or obtain and use information from other credit providers for the purposes of assessing your application for the Service, your ongoing credit worthiness or the status of any account held by you with us or with any other credit provider.

10.5 We may send our newsletter to you via email. This will contain information relating to the Service and may also contain information about KIDANET and/or new products and services offered by KIDANET that may be of interest or benefit to you.

10.6 You consent to the collection, use and disclosure of information as set out in this clause 10.

11 Transferring your Service or this Agreement

11.1 Your rights under this Agreement belong to you alone. You may not transfer your rights and obligations in respect of the Service or this Agreement without our prior consent. Our consent will not be unreasonably withheld.

11.2 From time to time, you may have another party asking to have the service transferred to them. We may transfer or novate any of our rights or obligations under this Agreement to a reputable, credit worthy third party who agrees to be bound by our obligations under this Agreement. The third party will hereby accept that Kidanet will charge \$20.00 for any transfer of account name /ownership.

12 General Terms

12.1 Neither party waives any of its rights under this Agreement merely because it does not exercise them, or there is a delay in our exercising them.

12.2 This Agreement is governed by the laws of the Republic of Fiji, in which you are connected to the Service.

12.3 If we need to notify you of any matters relating to the Agreement we ask, and you agree, that we may use post, fax, or email to the default email address that you provide to us. You must regularly check the default email address.